

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MICHAEL HENRY,

Plaintiff,

-against-

DOW JONES,

Defendant.

State of New York )  
 ) ss:  
County of New York)

**AFFIRMATION OF THOMAS M. MAHER**

**THOMAS M. MAHER**, affirms under penalty of perjury:

1. I am currently employed by Dow Jones & Company, Inc. ("Dow Jones") as Senior Vice President & Deputy General Counsel. I submit this affidavit in support of Dow Jones's Motion for Judgment on the Pleadings Pursuant to Fed. R. Civ. P. 12(c). I have personal knowledge of the matters set forth below based on my review of the relevant files and documents.

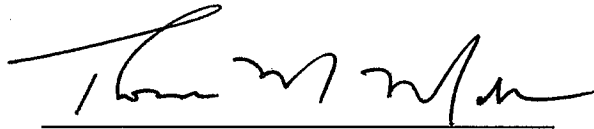
2. A true and correct copy of Dow Jones's current "Full-Time Employee Benefits Booklet" is attached hereto as Exhibit A.

3. At the close of business on December 13, 2007, News Corporation became the beneficial owner of all of the stock of Dow Jones when the shareholders of Dow Jones approved a merger with News Corporation at a special meeting held on that date.

4. Prior to Michael Henry's ("Henry") separation from employment with Dow Jones, Henry held the position of Vice-President Dow Jones Integrated Solutions, which was a salary grade 10 position.

5. Following Henry's separation from employment with Dow Jones, Henry received the following payments from Dow Jones: (1) an \$89,866 severance payment; (2) a \$15,405.15 payment for unused vacation time; and (3) a \$125,000 Sales Incentive payment for 2007.

Dated: August 12, 2008



Thomas M. Maher

State of New York     )  
  ) ss.:  
County of New York    )

Sworn to before me this 12<sup>th</sup> day  
Of August, 2008

  
NOTARY PUBLIC

CECILIA RODRIGUEZ  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 4971625  
QUALIFIED IN QUEENS COUNTY  
COMMISSION EXPIRES SEPTEMBER 10, 2010



## **Dow Jones & Company: Full-Time Employee Benefits Booklet**

**As of 2006**

Dear Employee:

The Dow Jones & Company benefits program is designed to provide you with comprehensive health and financial protection during your working career, and to help build retirement income security.

This booklet summarizes the wide-ranging Dow Jones benefits program available to full-time employees. These benefits include:

- The Health Care Plan, to help pay medical, dental and other health care expenses for you and your family. For full information about this Plan, see the separate booklet entitled "Dow Jones & Company: Health Care Plan Booklet 2006"
- The Disability Program, to help provide income replacement when you are ill or injured
- Life Insurance and Accident Benefits, to provide financial protection to your survivors in case of your death
- The Dow Jones Retirement Program, to help build future financial security. For full information about this program, see the separate booklet entitled "Dow Jones & Company: Retirement Program." (Note: This booklet will soon be available on [dowjones.net](http://dowjones.net).)
- Work/Family Life Programs to help you balance the demands of work with those of your personal life
- Additional benefits and services that can help make your work at Dow Jones more rewarding
- Administrative facts about the plans and your legal rights as a participant in the program.

Changes to the benefits program may be made in the future to reflect the changing needs of employees and the Company and, in some cases, as a result of collective bargaining, or to meet new legal requirements.

Because the Dow Jones benefits program represents an important part of your total compensation package, you are encouraged to become familiar with each benefit plan and to share this information with your family. If you have any questions, please contact Human Resources.

Best regards,



Jim Scaduto

Vice President

Human Resources

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## HEALTH CARE PLAN – OVERVIEW

The Dow Jones Health Care Plan is available to full-time non-union employees. With regard to employees covered by a collective bargaining agreement, their eligibility will be determined by the terms of their collective bargaining agreement. If you are a member of an eligible group, you can enroll yourself and your eligible family members in the Aetna Open Choice PPO Plan, the Aetna Managed Choice Plan, or one of several Health Maintenance Organizations (HMOs) if offered in your geographic area. By electing to cover yourself and your eligible dependents in one of the medical programs, you will also qualify for dental coverage in the Aetna Dental PPO Plan. By enrolling in the Plan, you agree to pay the required plan premiums, which are deducted from your paycheck on a pre-tax basis. If you have coverage elsewhere (with your spouse's employer, for example), you may choose to waive medical and dental coverage with Dow Jones.

Regardless of which type, if any, of medical care coverage you elect, you will also be eligible for the Med\$pend Account, the Physical Fitness Program and the Employee Assistance Program.

For additional information regarding the Health Care Plan, you should refer to the Dow Jones 2006 Health Plan Booklet at [www.dowjones.net](http://www.dowjones.net), at the Employee Center, and under the selection for "Benefits". To obtain a paper copy of this booklet, you can contact Employee Benefits in South Brunswick at 1-800-220-1716.

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## OVERVIEW

When an accident or illness prevents you from working, you can receive income continuation from the Company's Short-Term Disability (STD) Program and Long-Term Disability (LTD) Plan. Dow Jones currently pays the full cost of providing these benefits.

Disability benefits may vary for certain employees based on the terms of applicable collective bargaining agreements.

Disability Highlights	
<b>Your Participation Begins</b>	
<i>For STD benefits</i>	On your first day of work
<i>For the LTD Plan</i>	After 6 months of employment.
<b>Short-Term Disability</b>	
<i>Benefits can begin</i>	On the 5th day you are unable to work because of illness or injury or the 1st day you are hospitalized overnight, if sooner
<i>Benefit amount</i>	100% or 60% of your salary (depending on your length of service and the length of your disability) when combined with other disability benefits
<i>Benefits continue</i>	While you remain disabled for up to 180 days (or longer for certain long-service employees; see page 8).
<b>Long-Term Disability</b>	
<i>Benefits can begin</i>	After you have been continuously disabled for 180 days or when STD benefits end, if later
<i>Benefit amount</i>	60% of your monthly salary (up to a statutory pay limit) when combined with other disability benefits
<i>Benefits continue</i>	While you remain disabled, until age 65 or longer – depending on your age when the disability began – and can continue after your employment is terminated
<i>Health Care coverage continues at no additional cost</i>	During the first 24 months of LTD benefits.



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## **PARTICIPATION**

Your participation in the Short-Term Disability (STD) Program begins on your first day of work as a full-time employee at Dow Jones. After you have completed six months of full-time employment, you are also covered under the Long-Term Disability Plan (LTD). However, if you are absent from work on the date your LTD coverage would have started, coverage will not begin until you return to work for at least one work day. Also, see page 9 ("Exclusions") for an explanation of the LTD Plan's waiting period for employees who have a pre-existing condition.

No enrollment forms are needed to participate in either disability program. Dow Jones currently pays the full cost of your STD and LTD benefits. However, certain states and commonwealths have statutory disability plans that require employee contributions through payroll deductions. This currently includes New York, California, Rhode Island, New Jersey, Hawaii and Puerto Rico.

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## **SHORT-TERM DISABILITY (STD) BENEFITS**

### **Definition of Disability**

To receive STD benefits, you must be unable to perform some or all of the essential functions of your regular job due to an illness or injury.

### **When Benefits are Paid**

You will be eligible for STD benefits beginning on the earlier of the following dates:

- The first day you are hospitalized overnight as an inpatient

*or*

- If you are not hospitalized, the fifth consecutive work day you are absent because of an illness or injury.

During the first four days of a disability for which you are not hospitalized, you may be eligible for statutory disability benefits, depending on the state where you work, and for your available sick leave pay. For more information, ask your supervisor.

STD benefits count as "compensation" for purposes of determining employee or Company contributions that are made to the Dow Jones Retirement Program.

## Benefit Amount

While you are disabled, you will be eligible for up to 26 weeks of STD benefits (or an additional number of weeks up to 52 if you completed between 13 and 25 years of service with Dow Jones as of February 1, 1987). As shown in the Short-Term Disability Schedule on page 8, the amount of your total weekly STD benefit (including certain other disability income and retirement benefits for which you are eligible) will be either 100% or 60% of your salary – depending on the length of your disability, and the length of your most recent period of continuous full-time employment.

If you cross an anniversary and move into another service category while you're receiving 100% STD pay, you will receive the corresponding number of additional weeks of STD pay at 100%.

For purposes of the STD Program, "salary" means your regular base pay. It does not include overtime pay, bonuses, premium pay, commissions, or other extra compensation.

The benefits paid to you from the Dow Jones Short-Term Disability Program will be reduced by the amount of any disability payments you receive from Workers' Compensation or Social Security, or under any other federal, state, local or foreign law. **Important note: do not cash your state temporary disability or Workers' Compensation checks while you are receiving benefits from the Dow Jones Short-Term Disability Program. State disability checks should be endorsed and forwarded to Employee Benefits in South Brunswick. Workers' Compensation checks should be endorsed and forwarded to Human Resources in South Brunswick.**

If you return to work at Dow Jones after a voluntary break in employment of longer than 30 days, you will be treated as a new employee in determining the number of weeks of STD benefits at 100% or 60% of salary for which you are eligible.

Short-Term Disability Schedule			
Years of Continuous Full-Time Employment		Weeks of Benefits at:	
<i>At least:</i>	<i>Less than:</i>	<i>100% Salary</i>	<i>60% Salary</i>
—	1/2	0	26
1/2	1	1	25
1	2	3	23
2	3	5	21
3	4	7	19
4	5	9	17
5	6	11	15
6	7	13	13
7	8	15	11
8	9	17	9
9	10	19	7
10	11	21	5
11	—	26	0
13*	15*	30	0
15*	20*	35	0
20*	25*	45	0
25*	—	52	0

\* In order to receive more than 26 weeks of benefits, you must have had at least 13 years of continuous service with Dow Jones before February 1, 1987. For example, if you had 14 years of service as of February 1, 1987, you will be eligible for a maximum of 30 weeks at 100% of salary—you will not be credited with any additional weeks at 100% of salary for service after February 1, 1987. **If you had fewer than 13 years of continuous service as of February 1, 1987 (i.e. you were hired after February 1, 1974), you will never be eligible for more than 26 weeks of STD at 100% of salary.**

### Recurring Disability

The number of weeks that you can receive short-term disability benefits (at either 100% or 60% of salary) is shown in the chart above. Each time you receive short-term disability benefits, you use up some of this scheduled benefit and reduce the number of weeks of STD to which you are entitled. Your full STD benefit will be restored only if you return to active full-time employment for 12 months without being disabled.

If you receive STD, return to work, and become disabled again before 12 months have passed, then your previous period(s) of disability will be subtracted from the number of weeks shown in the above schedule.

*If you exhaust all of your STD benefits, you will not be eligible for any STD benefits until you have returned to active full-time employment for 12 consecutive months without being disabled.*

Please note: If you return to work, and become disabled again for the same illness or injury within 10 business days from the date you returned, you will immediately resume your period of disability and will not be required to satisfy another disability waiting period (see page 13 for additional information).

### **Vacation remaining at year-end while on STD**

Company policy generally does not provide for unused vacation days as of December 31 to be carried over into the following calendar year (see "Vacation" on page 50). However, if you are on short-term disability at the end of the year and have vacation time remaining, you can be paid for a maximum of 5 vacation days. Any additional days will be credited back to your disability entitlement.

### **Returning to Work from Disability**

Employees on disability will be permitted to return to work only when they have been medically approved and cleared by their physician as being able to return to work. Thus, if you are returning to work from disability, you must provide your supervisor and Employee Benefits with a "return to work notice" from your physician before you will be allowed to return.

### **Exclusions**

STD benefits will not be paid for a disability which:

- Results from self-employment or work for an employer other than Dow Jones
  - Results from your willful misconduct or commission of a crime
  - Occurs during a period while you are not actively employed at Dow Jones, such as during a work stoppage or an unpaid leave of absence
- or
- Is covered by another disability benefit provided in the United States or by a foreign government.

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## **LONG-TERM DISABILITY (LTD) BENEFITS**

### **When Benefits Are Paid**

LTD benefits can begin after you exhaust your STD entitlement, or after you have been totally disabled for at least 180 days, whichever is later. Therefore, if you have had a disability leave in the previous 12 month period, you may have a period of time without pay before qualifying for LTD. If, at the end of your STD entitlement or 180 days you satisfy the definition of disability described below, you will become eligible for a monthly LTD benefit payment.

### **Definition of Disability**

To receive LTD benefits you must be considered "totally disabled," which means that:

- During the first 24 months of LTD benefits, you are unable to perform some or all of the essential functions of your regular job due to an illness or injury,
- and
- After 24 months of LTD benefits, your disability prevents you from doing any gainful work for which you are reasonably qualified by training, education or experience.

**LTD benefits will not be paid during any period when you are not under the regular and continuing care of a physician**, although you do not necessarily have to be confined solely to your home or a hospital. See page 16 for information about providing medical evidence of your disability.

### **Benefit Amount**

The LTD Plan is designed so that your total disability income, including certain other disability income and retirement benefits for which you are eligible, equals 60% of your basic monthly earnings. The maximum benefit payable from the Plan is shown on page 12.

**For purposes of this Plan, "basic monthly earnings" means your regular base pay at the time you became eligible to receive LTD payments.** It does not include overtime pay, commissions, premium pay, bonuses, or other additional compensation. Further, benefits paid under the LTD Plan do not count as "compensation" for purposes of determining any employee or Company contributions that are made to the Dow Jones Retirement Program.

The other disability benefits that will reduce the amount payable from the LTD Plan include:

- Disability or retirement benefits payable to you or your family from Social Security
- Workers' Compensation or similar legislated benefits (including the monthly equivalent of a lump sum disability settlement)
- Any other payments provided by a compulsory benefit law, either in the U.S. or by a foreign government.

The Plan Administrator will estimate your monthly Social Security (or other governmental) benefits, and deduct this estimated benefit from your gross LTD benefit until the Social Security Administration (or other government program) makes a final determination of the actual amount.

### LTD Benefit Example

As an example, assume that your basic annual earnings are \$60,000 – or \$5,000 a month – and that you are eligible for a Social Security disability benefit of \$1,400 a month. Here is how your Dow Jones monthly LTD benefit would be determined:

60% of \$5,000	\$3,000
Less Social Security	–1,400
LTD benefit	\$1,600/month

You would receive the \$1,600 monthly LTD benefit from the Dow Jones Plan in addition to your \$1,400 Social Security benefit. This means that your total disability income from both sources equals \$3,000, or 60% of your basic monthly earnings.

The Social Security reduction will be based on the Social Security benefit that you receive when your LTD benefits are initially calculated; future increases in your Social Security benefit will not change your benefit from the Dow Jones LTD Plan. Regardless of your benefits from other sources, your LTD benefit will not be reduced to an amount less than \$50 a month.

### Applying for Social Security Disability Benefits

*All applicants for Dow Jones LTD benefits must apply for Social Security disability benefits. If you do not apply for Social Security disability, you will be ineligible for Dow Jones LTD benefits, and your application for Dow Jones LTD benefits will be denied.*

There are several important reasons to apply for Social Security disability – including possible tax advantages, cost-of-living increases in future years, and eligibility for Medicare benefits. To begin the application process for Social Security disability benefits, you should contact your local Social Security office or log onto [www.ssa.gov](http://www.ssa.gov). Accordingly, if your initial application for Social Security is declined, the Company also requires you to appeal this decision.

The first step in the appeal process is to file a “Request for Reconsideration” with the Social Security Administration. This request must be submitted within 60 days after you receive the

declination letter. You can file this request in writing or by a personal appearance at your local Social Security office.

If your "Request for Reconsideration" is denied, you must follow additional appeal procedures as outlined in the LTD Plan's administrative guidelines. A copy of the appeal procedures will be provided to all applicants whose Social Security claim is denied. A copy will also be sent to any employee who makes a written request to:

Manager of Employee Benefits  
Dow Jones & Company  
P. O. Box 300  
Princeton, NJ 08543-0300

### **Maximum Plan Benefits**

Disability benefits do not take into account annual total compensation that exceeds the IRS limitation on compensation that may be taken into account under tax-qualified retirement plans (\$220,000 for 2006). Accordingly, the maximum LTD benefit (based on the IRS limit) equals 60% of the first \$18,333 of your basic monthly earnings, or \$11,000 per month for 2006.

If the IRS compensation limit is increased, the maximum LTD benefit will be increased accordingly.

### **Benefits During Rehabilitation**

If you are receiving LTD benefits and remain disabled but are capable of rehabilitative employment, you may continue to qualify for a Plan benefit for up to 24 months while you are working.

The amount of your LTD benefit will be reduced by 80% of what you earn from your rehabilitative employment.

"Rehabilitative employment" is a paying job for which you are reasonably qualified by training, education or experience that is done during a period when you are unable to perform all of the duties of your regular job with Dow Jones. This work arrangement must be approved by the Dow Jones Manager of Employee Benefits.

### **When Benefits End**

Your LTD benefits will continue for as long as you remain totally disabled, but not past the end of the maximum benefit period. The maximum period during which LTD benefits will be paid is based on your age when LTD benefit payments begin:



<b>Age when LTD payments begin:</b>	<b>Maximum benefit period:</b>
Less than 60	Until age 65
Age 60 and older	5 years

*If you have not been released by your doctor to return to work, your employment will be terminated after you have been eligible for LTD benefits for a period of six months. Your monthly LTD benefits can continue after your employment termination – provided you continue to meet the Plan's definition of disability as described on page 10.*

### **180-Day Qualification Period — Before LTD Begins**

Generally, an employee must be continuously disabled for at least 180 calendar days before becoming eligible for LTD Plan benefits. (In most cases, you will receive STD benefits during this period.) However, an employee can return to work on a limited basis without interrupting the 180-day qualification period. This means you have a reasonable period of time to try to return to work before you start a new 180-day qualification period, as explained below:

- You can return to work for up to two periods of time within the first 180 days that you are absent due to a disabling condition.
- Each period of return can be no longer than 14 calendar days – including your normal days off. This represents a maximum of two 5-day work weeks for each period of return.
- All absences must be for the same disabling condition.

If you return to work within the time periods and conditions noted above, and again become disabled, you do not have to start a new 180-day qualification period for LTD Plan benefits.

### **Recurring Disabilities — After LTD Begins**

If you return to your regular job after receiving LTD benefits and then become disabled again from the same cause within six months after receiving LTD benefits, this will be considered a continuation of your previous benefit period and you will be immediately eligible to receive LTD payments.

If you return to work for at least six months after receiving LTD benefits, any future absence due to disability will be treated as a new disability. This means you will not be eligible to receive LTD benefits until you have been continuously disabled for another 180-day period; however, you may receive short-term disability benefits during this period if you otherwise qualify for those benefits.



## **Survivor Benefits**

If you die while receiving LTD benefits, a lump-sum payment equal to a total of three months of LTD benefits will be made to your spouse or, if none, to your dependent children under age 21 in equal amounts.

## **Federal Tax Withholding**

In accordance with federal tax law, LTD payments are subject to mandatory withholding of federal income tax. At the time your LTD benefits begin, you will be asked to complete a W-4 form to indicate your marital status and number of withholding allowances.

The LTD Plan will not withhold state income taxes from your LTD payments unless your state requires it, or if you request state withholding at the time that your LTD benefits begin.

## **Direct Deposits**

Your monthly LTD payments can be made via direct deposit. This means that automated deposits will be made directly to the personal checking or savings account of your choice on the last day of each month. LTD recipients will receive additional information about this service at the time their LTD payments begin.

## **Exclusions**

If you have a pre-existing medical condition when your participation in the Long-Term Disability Plan begins, you cannot receive LTD benefits for a disability which was caused by or contributed to that condition until you have been at work on a full-time basis for at least five consecutive days.

A "pre-existing condition" means any injury or illness for which you received treatment during the 30 days before your coverage began.

LTD benefits are not provided for disabilities caused by:

- Acts of war, insurrection or rebellion, or participation in a riot
- Participation in military action or training while serving on active or reserved status with the armed services
- Intentionally self-inflicted injuries
- Injuries occurring while working for an employer other than Dow Jones, or
- Injuries occurring during or as a result of your willful misconduct, or during or as a result of the commission of a crime.

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## RELATED BENEFITS

### Maternity Leave

If you are pregnant, you will be eligible for STD benefits during the period when you are disabled and your physician certifies that you are unable to work. You may also take an unpaid leave of absence for up to six months (or nine months with your manager's approval) from your delivery date without loss of medical and dental benefits.

### Disability Benefits from the Life Insurance Plan

If you become totally and permanently disabled before age 60, you may be eligible for a lump sum disability benefit from the Life Insurance Plan. In addition, the premiums are waived for both Basic and Supplemental Life Insurance coverage (if previously purchased) while you remain disabled – provided your disability is approved by the insurance company. For more information, see page 26.

### Health Care Coverage During Disability

Your medical and dental coverage will continue while you are receiving STD benefits and during the first six months of LTD benefits. **If you are unable to return to work after receiving LTD benefits for six months, your employment will be terminated in accordance with Dow Jones' standard procedures.** If your employment terminates while you are receiving LTD benefits, your participation in the Dow Jones Health Care Plan (medical and dental coverage) may continue for an additional 18 months while you receive LTD benefits – at no cost to you – providing you continue to meet the LTD Plan's definition of disabled during that time. Once you exhaust the additional 18 months of health care coverage, you will be given instructions on converting your current health care policy to an individual policy with your insurance carrier.

For more information about health care coverage during disability for yourself and your family, including additional coverage and events that cause you to lose coverage, see the COBRA description in the Dow Jones Health Care Plan booklet.

### Workers' Compensation

If you are injured on the job or develop an occupational illness, you may receive weekly disability income as well as reimbursement for related medical expenses from Dow Jones' Workers' Compensation Insurance or the appropriate state plan. To apply for such benefits you must report your injury or illness to your supervisor immediately.

Disability benefits provided by such programs will reduce the amount payable to you from the Dow Jones STD Program and the LTD Plan (see pages 7 and 10).

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## CLAIMING BENEFITS

You or your manager must notify the Employee Benefits Department in South Brunswick within 5 business days of your first day out of work because of a disability. The Employee Benefits Department will forward all necessary documents to you for you and your physician to complete to certify your disability period. All documentation regarding your medical diagnosis is confidential and should be sent directly to Employee Benefits.

You should also file a claim for LTD benefits with Employee Benefits as soon as it appears likely your disability will continue beyond the end of your STD benefits. **To help assure that your disability benefits will not be interrupted, you should apply for LTD benefits no later than six to eight weeks before your STD benefits are scheduled to end.** When you apply for LTD benefits, you must provide a signed statement from your physician saying that you are totally disabled. Applications for LTD are available from Employee Benefits in South Brunswick.

Please note: LTD is not an automatic benefit. An independent medical consultant will review your application to determine if you meet the Plan definition of "disability" as defined on page 10. In addition if approved for LTD, annual reviews of your medical history will be conducted by the independent medical consultant to determine if you continue to meet the plan definition of "disabled" and continue to qualify for monthly LTD payments.

You should file a claim for Permanent and Total Disability benefits under the Life Insurance Plan at the same time that you file for LTD benefits. See page 26 for additional information.

In addition to this medical evidence, you will need to provide evidence of any other benefits payable to you as a result of the disability, or evidence that you applied for such benefits. As explained on page 11 you must apply for Social Security Disability benefits as soon as possible.

Dow Jones may require you to be examined by a doctor of its choice – at the Plan's expense – to confirm that you are eligible to receive STD or LTD benefits. This medical examination may take place before benefits begin, or at reasonable intervals thereafter. In addition, the Company may authorize an outside agent to verify your continuing disability. If you refuse to undergo a medical examination, or to provide medical information that has been requested by the Company, your disability claim will be denied – or your benefits will stop if payments have already begun.

If you are receiving STD or LTD benefits and you are asked by Dow Jones to undergo a medical examination, you may request that a copy of the physician's report relating to this exam be sent to your personal physician. If your disability claim is denied, your physician may submit a written response to this medical report; it will then be considered as part of any appeal that you make regarding the denial of your claim (see page 65).

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## **WHEN COVERAGE ENDS**

Generally, your eligibility for short-term and long-term disability benefits will end when you terminate employment or are no longer a full-time employee of Dow Jones. However, if you transfer to part-time status following a maternity or paternity leave, disability benefits may continue for a limited time period. See page 41 for additional information.

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## OVERVIEW

The Life Insurance and Accident Benefits Plan can provide financial assistance to your family in case of your death, or to you in case of certain disabilities. Dow Jones currently pays the full cost of your Basic Life and Business Travel Accident Insurance. If you wish to elect the additional coverage provided by Supplemental Life Insurance and Accidental Death & Dismemberment (AD&D) benefits, you can purchase it at group rates through payroll deduction. Here is a summary of the Life Insurance and Accident Benefits Plan.

### LIFE INSURANCE HIGHLIGHTS

#### Dow Jones provides:

##### ***Basic Life Insurance***

In case of your death from any cause – approximately 1½ times your annual pay (including sales commissions).

If you become totally and permanently disabled before age 60 and after at least one year of coverage – \$10,500 in a lump sum, with the balance of your coverage paid to your beneficiary upon your death.

##### ***Business Travel Accident Insurance***

In case of your death due to an accident while traveling on Company business – 3 times your annual base salary up to a maximum benefit of \$500,000.

In case of dismemberment or accidental loss of sight – a lump sum benefit based on your annual base salary.

For medical expenses not covered by Workers Compensation – up to \$3,000.

#### You can purchase:

##### ***Supplemental Life and AD&D Insurance***

In case of your death from any cause – approximately 1½ times your annual pay (including sales commissions).

In case of accidental death or dismemberment – an additional lump sum benefit of up to 2 times your annual pay (maximum AD&D benefit: \$50,000).

If you become totally and permanently disabled before age 60 and after at least one year of coverage – an additional \$10,500 in a lump sum, with the balance of your coverage paid to your beneficiary upon your death.

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## **PARTICIPATION**

### **Eligibility**

You are covered by Basic Life Insurance and Business Travel Accident Insurance from your first day of full-time employment at Dow Jones. You are also immediately eligible to purchase coverage under the Supplemental Life and Accidental Death & Dismemberment (AD&D) Insurance Program at group rates. Dow Jones has selected Aetna Life Insurance Company to insure the Basic Life, Supplemental Life and AD&D Insurance Programs, and the Life Insurance Company of North America (INA) for the Business Travel Accident Insurance Program.

### **Enrollment**

Although your Basic Life Insurance coverage begins automatically, you must complete an enrollment card to:

- Name your beneficiary
- Indicate whether you wish to purchase Supplemental Life and AD&D Insurance.

You can change your beneficiary at any time by completing the necessary form available from the Employee Benefits Department in South Brunswick. The change will be effective on the day your signed form is received by Employee Benefits.

If you enroll for Supplemental Life and AD&D Insurance within 31 days after you begin work, no medical examination is required and your coverage will take effect on your enrollment date. If you enroll after 31 days from your date of hire, you will need to provide Aetna with a satisfactory statement of your health. Your coverage will begin as soon as your evidence of insurability has been approved by Aetna. You can be denied Supplemental Life and AD&D Insurance if you enroll late and Aetna determines you are uninsurable based on their underwriting standards.

You can stop your Supplemental Life and AD&D coverage at any time by submitting a written request to Employee Benefits in South Brunswick. Your payroll deductions will stop at the end of the month in which your request is received by Employee Benefits.

Generally, employees do not designate a beneficiary under the Business Travel Accident Insurance Program. Your beneficiary will be assumed to be the same as under the Aetna Basic Life Insurance Program (and Supplemental Life Insurance, if applicable). If you want to name a different beneficiary for Business Travel Accident coverage instead of the beneficiary for the Aetna Life Insurance Program, ask Employee Benefits for an INA beneficiary form.



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## **BASIC LIFE INSURANCE**

Your Basic Life Insurance benefit will be paid to your named beneficiary in the event of your death from any cause.

The amount of your Basic Life Insurance is determined according to a schedule of benefits. As shown in the accompanying schedule on pages 24-25, your Basic Life Insurance equals approximately 1½ times the sum of your current annual base salary, plus any sales commissions paid to you in the prior year.

Dow Jones currently pays the full premium for this coverage as discussed more fully below. However, under the Internal Revenue Code, you will have "imputed" income based on the cost of your group term life insurance coverage in excess of \$50,000. See page 28 for additional information.

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## **SUPPLEMENTAL LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE**

### **Amount of Supplemental Life Insurance**

If you elect this optional program, your Supplemental Life Insurance coverage is the same amount as your Basic Life benefit. It is determined according to a schedule of benefits as shown on pages 24-25. Coverage is equal to approximately 1½ times the sum of your current annual base salary, plus any sales commissions paid to you in the prior year. If you die (regardless of the cause), your Supplemental Life benefit is payable to your beneficiary in addition to your Basic Life benefit.

### **Amount of AD&D Insurance**

As shown in the life insurance schedule on pages 24-25, the full amount of your AD&D Insurance is equal to approximately two times the sum of your current annual base salary, plus any sales commissions paid in the prior year. The maximum AD&D benefit is **\$50,000**. AD&D benefits are payable for certain losses resulting from and occurring within 90 days after the accident which caused them, as explained below:

- If you die due to an accident, your beneficiary will receive the full amount of your AD&D Insurance in addition to your Basic Life Insurance and your Supplemental Life Insurance.
- If you lose both hands, feet or eyes, or any combination of two, you will be paid the full amount of your AD&D benefit.



- If you lose one hand, foot, or eye, you will be paid one-half of the full amount of your AD&D benefit.

### **Limitations**

AD&D Insurance benefits are not paid for losses due to suicide, bodily or mental infirmity, ptomaine or bacterial infections, medical or surgical treatment, intentionally self-inflicted injuries, war or any act of war.

Any increases in your Basic Life, Supplemental Life and AD&D Insurance due to an increase in your base salary will take effect on the same day as the pay increase, provided you are actively at work on that day; otherwise the increase will take effect when you return to work. Any adjustment to your coverage based on sales commissions earned during the calendar year will be made annually on April 1 of the following year.

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### **PAYMENT TO BENEFICIARIES**

Any amount payable to a beneficiary will be paid to those you name on your signed beneficiary form. Unless you state to the contrary, if more than one beneficiary is named, they will share on equal terms. If a named beneficiary dies before you, his or her share will be payable in equal shares to any other named beneficiaries who survive you. If no named beneficiary survives you or if no beneficiary has been named, payment will be made as follows to those who survive you:

- (1) Your spouse, if any.
- (2) If there is no spouse, your children in equal shares.
- (3) If there is no spouse or child, your parents, equally, or your surviving parent.
- (4) If there is no spouse, child or parent, your brothers and sisters in equal shares.
- (5) If none of the above survives, your executors or administrators.

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### **COST**

Dow Jones currently pays the full premium for your Basic Life Insurance coverage as discussed more fully below. You may purchase Supplemental Life and AD&D Insurance at group rates through payroll deduction. If you elect Supplemental Life Insurance, you automatically purchase AD&D Insurance as well. Costs are shown on pages 24-25 as part of the life insurance schedule.

As shown in the chart on pages 24-25, the employee contribution rate of your Supplemental Life Insurance is based on both the amount of your coverage and your age on your last birthday. Age-graded rates are set based on Dow Jones's anticipated enrollment and prior life insurance claims experience.

“Grandfathered” employees: Under a prior arrangement, employees who participated in the Dow Jones Supplemental Life Insurance program before October 1, 1984 paid a flat rate of \$.50 per month per \$1,000 of Supplemental Life Insurance. If you elected to stay in this program, you continue to pay this flat rate (as shown in the chart), regardless of your age.

The employee contribution rate for AD&D Insurance is \$.03 per month for each \$1,000 of AD&D coverage; this rate is automatically included in your contribution for Supplemental Life Insurance.

Employee contribution rates for Supplemental Life and AD&D coverage are not necessarily equal to the premium rates being charged by Aetna, although it is the Company’s intent to establish employee contribution rates that, over time, will approximate the cost of coverage (with the exception of rates for “grandfathered” employees, which are subsidized).

Basic Life Insurance, Supplemental Life Insurance and AD&D Insurance are combined under one group insurance policy with Aetna, along with New York State Disability, Canadian Medical and Canadian Dental Plans. This means these plans are fully combined for purposes of determining administrative expenses, risk charges, and experience refunds (or deficits). As a result, favorable experience under one or more insurance plans in a particular year may offset unfavorable experience on other insurance plans in the same year, or offset unfavorable experience of insurance plans of prior years. All policy dividends or refunds declared by Aetna under the group insurance policy are used to reduce the Company’s costs for these plans in the same or other years.

Should actual claims experience vary significantly from what is expected, employee contribution rates may change. Should the Company elect to increase (or decrease) the Supplemental Life Insurance and/or the AD&D Insurance rates, you will be notified in advance and given an opportunity to cancel your coverage.

Please see the chart on the next two pages which shows the current contributions schedule for the Supplemental Life and AD&D Plans, as of January 2006.

# Life Insurance Schedule

	Cost Per Biweekly Pay Period (26 payments/year) for age:												
	Basic Insurance	Supplemental Insurance	AD&D	Under 30 years	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69*	Flat Rates**
Annual Base Salary Plus Sales Commissions													
20,000 – 24,999	37,500	37,500	50,000	2.25	2.42	3.12	4.15	6.58	10.04	15.40	20.25	22.06	9.46
25,000 – 29,999	45,000	45,000	50,000	2.56	2.77	3.60	4.85	7.75	11.91	18.35	24.16	26.36	11.08
30,000 – 34,999	52,500	52,500	50,000	2.87	3.12	4.08	5.54	8.93	13.78	21.29	28.07	30.68	12.92
35,000 – 39,999	60,000	60,000	50,000	3.18	3.46	4.57	6.23	10.11	15.65	24.23	31.98	35.02	14.54
40,000 – 44,999	67,500	67,500	50,000	3.50	3.81	5.05	6.92	11.28	17.52	27.17	35.90	39.34	16.38
45,000 – 49,999	75,000	75,000	50,000	3.81	4.15	5.54	7.62	12.46	19.38	30.12	39.81	43.66	18.00
50,000 – 54,999	82,500	82,500	50,000	4.12	4.50	6.02	8.31	13.64	21.25	33.06	43.72	47.98	19.85
55,000 – 59,999	90,000	90,000	50,000	4.43	4.85	6.51	9.00	14.82	23.12	36.00	47.63	52.30	21.46
60,000 – 64,999	97,500	97,500	50,000	4.74	5.19	6.99	9.69	15.99	24.99	38.94	51.54	56.62	23.31
65,000 – 69,999	105,000	105,000	50,000	5.05	5.54	7.48	10.38	17.17	26.86	41.88	55.45	60.94	24.92
70,000 – 74,999	112,500	112,500	50,000	5.37	5.88	7.96	11.08	18.35	28.73	44.83	59.37	65.26	26.77
75,000 – 79,999	120,000	120,000	50,000	5.68	6.23	8.45	11.77	19.52	30.60	47.77	63.28	69.58	28.38
80,000 – 84,999	127,500	127,500	50,000	5.99	6.58	8.93	12.46	20.70	32.47	50.71	67.19	73.90	30.23
85,000 – 89,999	135,000	135,000	50,000	6.30	6.92	9.42	13.15	21.88	34.34	53.65	71.10	78.22	31.85
90,000 – 94,999	142,500	142,500	50,000	6.61	7.27	9.90	13.85	23.05	36.21	56.60	75.01	82.54	33.69
95,000 – 99,999	150,000	150,000	50,000	6.92	7.62	10.38	14.54	24.23	38.08	59.54	78.92	86.86	35.31
100,000 – 104,999	157,500	157,500	50,000	7.23	7.96	10.87	15.23	25.41	39.95	62.48	82.83	91.18	37.15
105,000 – 109,999	165,000	165,000	50,000	7.55	8.31	11.35	15.92	26.58	41.82	65.42	86.75	95.50	38.77
110,000 – 114,999	172,500	172,500	50,000	7.86	8.65	11.84	16.62	27.76	43.68	68.37	90.66	99.82	40.62
115,000 – 119,999	180,000	180,000	50,000	8.17	9.00	12.32	17.31	28.94	45.55	71.31	94.57	104.14	42.23
120,000 – 124,999	187,500	187,500	50,000	8.48	9.35	12.81	18.00	30.12	47.42	74.25	98.48	108.46	44.08
125,000 – 129,999	195,000	195,000	50,000	8.79	9.69	13.29	18.69	31.29	49.29	77.19	102.39	112.78	45.69
130,000 – 134,999	202,500	202,500	50,000	9.10	10.04	13.78	19.38	32.47	51.16	80.13	106.30	117.08	47.54

Annual Base Salary Plus Sales Commissions	Basic Insurance	Supplemental Insurance	AD&D	Under 30 years	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69*	Flat Rates**
135,000 – 139,999	210,000	210,000	50,000	9.42	10.38	14.26	20.08	33.65	53.03	83.08	110.22	121.42	49.15
140,000 – 144,999	217,500	217,500	50,000	9.73	10.73	14.75	20.77	34.82	54.90	86.02	114.13	125.72	51.00
145,000 – 149,999	225,000	225,000	50,000	10.04	11.08	15.23	21.46	36.00	56.77	88.96	118.04	130.04	52.62
150,000 – 154,999	232,500	232,500	50,000	10.35	11.42	15.72	22.15	37.18	58.64	91.90	121.95	134.38	54.46
155,000 – 159,999	240,000	240,000	50,000	10.66	11.77	16.20	22.85	38.35	60.51	94.85	125.86	138.70	56.08
160,000 – 164,999	247,500	247,500	50,000	10.97	12.12	16.68	23.54	39.53	62.38	97.79	129.77	143.02	57.92
165,000 – 169,999	255,000	255,000	50,000	11.28	12.46	17.17	24.23	40.71	64.25	100.73	133.68	147.32	59.54
170,000 – 174,999	262,500	262,500	50,000	11.60	12.81	17.65	24.92	41.88	66.12	103.67	137.60	151.66	61.38
175,000 – 179,999	270,000	270,000	50,000	11.91	13.15	18.14	25.62	43.06	67.98	106.62	141.51	155.98	63.00
180,000 – 184,999	277,500	277,500	50,000	12.22	13.50	18.62	26.31	44.24	69.85	109.56	145.42	160.30	64.85
185,000 – 189,999	285,000	285,000	50,000	12.53	13.85	19.11	27.00	45.42	71.72	112.50	149.33	164.60	66.46
190,000 – 194,999	292,500	292,500	50,000	12.84	14.19	19.59	27.69	46.59	73.59	115.44	153.24	168.94	68.31
195,000 – 199,999	300,000	300,000	50,000	13.15	14.54	20.08	28.38	47.77	75.46	118.38	157.15	173.26	69.92
200,000 – 204,999	307,500	307,500	50,000	13.46	14.88	20.56	29.08	48.94	77.34	121.36	161.06	177.58	71.65
205,000 – 209,999	315,000	315,000	50,000	13.78	15.24	21.04	29.76	50.12	79.20	124.26	164.98	181.90	73.38
210,000 – 214,999	322,500	322,500	50,000	14.08	15.58	21.54	30.46	51.30	81.06	127.22	168.88	186.20	75.12
215,000 – 219,999	330,000	330,000	50,000	14.40	15.92	22.02	31.16	52.48	82.94	130.16	172.80	190.48	76.85
220,000 – 224,999	337,500	337,500	50,000	14.72	16.26	22.50	31.84	53.66	84.80	133.10	176.72	194.86	78.58
225,000 – 229,999	345,000	345,000	50,000	15.02	16.62	22.98	32.54	54.84	86.68	136.04	180.62	199.18	80.31
230,000 – 234,999	352,500	352,500	50,000	15.34	16.96	23.46	33.24	56.00	88.54	138.98	184.54	203.48	82.04
235,000 – 239,999	360,000	360,000	50,000	15.64	17.30	23.96	33.92	57.18	90.42	141.92	188.44	207.82	83.77
240,000 – 244,999	367,500	367,500	50,000	15.96	17.66	24.44	34.62	58.36	92.28	144.86	192.36	212.14	85.50
245,000 – 249,999	375,000	375,000	50,000	16.26	18.00	24.92	35.30	59.54	94.16	147.80	196.26	216.46	87.23

For each additional \$5,000 of pay, your Basic and Supplemental Life Insurance will each increase by \$7,500. The maximum coverage is \$1.5 million each for Basic and Supplemental Life. Coverage in excess of that amount may require evidence of insurability satisfactory to Aetna. The bi-weekly cost for employees with pay of \$250,000 or more is available from Employee Benefits. Base salary plus sales commissions are always rounded down to the next lowest dollar. If you are age 65 or over and you are in the flat rate program, contact Employee Benefits for rates. Rates are subject to change. \*Reflects reduced coverage for employees 65 or over. See page 29. \*\*Flat rates of \$.50 per month per \$1,000 of insurance are available to certain employees under a prior arrangement. For more information, see page 22.

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## **PERMANENT AND TOTAL DISABILITY (PTD) BENEFITS**

### **When Benefits Are Paid**

If you have been insured under the Basic Life Insurance Program (and Supplemental Life Insurance, if purchased) for at least one year and become totally and permanently disabled before age 60, you can receive a PTD disability benefit from the Life Insurance Plan. This disability benefit is paid in addition to any Long-Term Disability benefits (see the section starting on page 10). To be eligible for this PTD benefit, you must be actively at work for at least one day after you complete one year of continuous full-time employment.

### **Amount of Benefit**

After you have been totally and permanently disabled for six months, you can receive a lump sum PTD benefit from Aetna. The amount is \$10,500 if you only have Basic Life Insurance coverage or \$21,000 if you also purchased Supplemental Life Insurance.

You will be considered totally and permanently disabled if Aetna determines that for the remainder of your life you will be unable to work for pay or profit at any occupation. Note that this determination by Aetna regarding eligibility for PTD benefits is at the sole discretion of Aetna, and is completely independent from any other determinations of disability for any other plans or programs administered by Dow Jones, or any determinations made by outside agencies for other purposes.

### **Life Insurance Premium Waiver**

If you qualify to receive PTD disability benefits from the Life Insurance Plan, your Basic Life Insurance coverage in excess of \$10,500 (and Supplemental Life Insurance over \$10,500, if previously purchased) will continue at no cost to you, provided you remain totally and permanently disabled as determined by Aetna. To verify that you continue to be disabled, Aetna may ask you to take a medical examination at reasonable intervals.

Here is how the premium waiver program works:

- If you die while you are totally and permanently disabled, your beneficiary will receive a lump sum payment equal to your remaining life insurance benefits.
- If you return to work after receiving PTD disability benefits from the Life Insurance Plan, your coverage will be reduced by the amount that has already been paid to you.
- If you are still disabled after you reach age 65, your life insurance will be reduced, as explained on page 29.

## **Claiming PTD Benefits**

You should file a claim for PTD benefits at the same time that you file a claim for Long-Term Disability (see page 16); claims for both programs should be filed with Employee Benefits in South Brunswick. In all cases, Aetna requires that your PTD claim must be filed no later than 12 months after the last day you were actively at work. PTD claim forms are available from Employee Benefits.

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## **BUSINESS TRAVEL ACCIDENT INSURANCE**

### **When You Are Covered**

The Business Travel Accident Insurance Program provides benefits for losses due to accidents that occur while you are traveling on Dow Jones business. Your coverage starts when you leave your home or office on a business trip, and continues until you return home (or to your work location, if sooner). It does not cover routine commuting between your home and work, vacation travel, or travel while on a leave of absence.

### **Amount of Benefit**

Your Business Travel Accident benefit is equal to three times your annual base salary up to a maximum benefit of **\$500,000**. For purposes of this benefit, "base salary" does not include overtime, bonuses, commissions, or other additional earnings.

Business Travel Accident Insurance benefits are payable for certain losses that occur within one year after the accident which caused them. Your Business Travel Accident benefit will be paid in addition to any benefits payable from Basic Life, Supplemental Life and AD&D Insurance.

Here is how the Program works:

- If you die due to an accident while traveling on Company business, your beneficiary will receive the full amount of your Business Travel Accident Insurance.
- If you lose both hands, feet or eyes, or any combination of two due to a business trip accident, you will be paid the full amount of your Business Travel Accident benefit.
- If you lose one hand, foot, or eye due to a business trip accident, you will be paid one-half of the amount of your full Business Travel Accident benefit.



## **Medical Expense Benefits**

The Business Travel Accident Insurance Program also provides benefits if you are injured while on a business trip and incur medical expenses which are not covered by Workers' Compensation.

The Program will pay up to \$3,000 for hospitalization, treatment by a doctor or surgeon, nursing care, x-rays, and ambulance service, provided such expenses are incurred within 52 weeks of the accident. Medical expenses not covered by Workers' Compensation or Business Travel Accident Insurance may be covered under the Dow Jones Health Care Plan.

## **Limitations**

Business Travel Accident Insurance does not cover travel while you are:

- In an experimental or test aircraft
- Piloting your own or rented aircraft
- A truck driver or helper
- In military service.

Also, benefits are not paid for losses due to suicide or attempted suicide; illness, disease, pregnancy or related events; bacterial infections; or self-inflicted injuries.

The total maximum benefit payable for any single air accident involving ten or more employees is \$5,000,000. If a disaster of this type occurs that involves total payments of more than \$5,000,000, Business Travel Accident benefits would be pro-rated according to annual pay.

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## **OTHER PLAN FEATURES**

### **Imputed Income**

Under current federal tax law, if your total Basic Life plus Supplemental Life Insurance coverage exceeds \$50,000, taxable income may be "imputed" to you under the Internal Revenue Code, except that coverage you pay for yourself (e.g., Supplemental Life Insurance coverage) is not taxable. For any year that income is imputed to you, Dow Jones is required to report it as taxable income on your Form W-2. Imputed income is recorded as gross taxable earnings on each pay check you receive – based on your total life insurance over \$50,000. Taxes on imputed income are withheld from each paycheck as appropriate. Imputed income does not apply to AD&D Insurance or Business Travel Accident Insurance.

## Coverage After Age 65

If you work after age 65, the amount of your Business Travel Accident Insurance will not be affected. However, your Basic Life Insurance – and Supplemental Life and AD&D Insurance, if purchased – will be reduced according to the chart below:

At this age...	Your Basic, Supplemental and AD&D Insurance equals this percentage of your eligible coverage:
65 to 69	65%
70 to 74	45%
75 to 79	30%
80 and over	20%

For example, if you have \$60,000 of Basic Life Insurance just before your 65th birthday it will be reduced to \$39,000 (65% of \$60,000) at age 65. If you are eligible for \$70,000 coverage based on your salary just before your 70th birthday, it will be reduced to \$31,500 (45% of \$70,000) at age 70. If you purchased Supplemental Life and AD&D Insurance, both of these benefits will be reduced by the same percentage.

These reductions due to age also apply to employees who have continued coverage under the premium waiver disability feature explained on page 26.

All reductions are effective on the first of the month following a birthday when you reach a new age bracket. Changes in your salary after age 65 will be taken into account when determining the amount of your life insurance coverage.

When your life insurance is reduced due to your age, you may convert the amount of coverage that is lost to an individual policy issued by Aetna. For additional information about conversion policies, see "When Your Coverage Ends" on page 30.

## Form of Payment

Payment of benefits is generally made in a lump sum to your beneficiary or, in the case of accidental injuries covered by AD&D Insurance, to you. However, other arrangements may be made with Aetna for payment of Basic and Supplemental Life Insurance benefits. Contact Employee Benefits in South Brunswick for additional information.

## Assignment of Ownership

With the approval of the Aetna Life Insurance Company, you may elect to assign ownership of your Basic and Supplemental coverages. Once an assignment is made, it cannot be revoked. If you need additional information about assignments, please contact Employee Benefits.



The Life Insurance Program allows employees who are facing a life-threatening illness to arrange a viatical settlement that will provide financial assistance during their period of illness. If you have a terminal illness and you need information about viatical settlements, please contact Employee Benefits.

## **When Your Coverage Ends**

Your coverage under these Life Insurance programs will end on the day that you retire or terminate employment, or, except for Business Travel Accident Insurance, when you are no longer a full-time employee. However, as explained on page 26, if you become totally and permanently disabled before age 60 your coverage may continue, reduced by the amount of any PTD disability benefits you have received from the Basic and Supplemental Life Programs.

If you elect to stop your contributions for Supplemental Life and AD&D Insurance, both the coverage and your payroll deductions will terminate at the end of the month in which your written request is received by Employee Benefits in South Brunswick.

Your coverage will generally continue if you are absent because of sickness, injury or a child care leave of absence. During a personal leave of absence, you must pay the full cost of Basic Life Insurance (and Supplemental Life Insurance, if previously purchased) for coverage to continue. Your Human Resources Office can provide you with more information about your coverage under these circumstances.

If your employment ends or you are no longer a full-time employee, you can convert your Basic and Supplemental Life Insurance coverage to an individual policy issued by Aetna. If you apply for this coverage and make the first payment within 31 days after your group coverage ends, no medical examination will be required. If you die during this 31-day period and otherwise would have been eligible for benefits, your beneficiary will receive the amount of life insurance you could have bought under an individual conversion policy, whether you had applied for such a policy or not. Although you are not required to take a medical exam to convert to an individual policy, you can substantially reduce the cost of your individual policy by passing a medical exam. At the time of conversion, you should ask Aetna about the cost of a conversion policy based on providing satisfactory evidence of insurability through a medical exam. Conversions are not available for Business Travel Accident Insurance or AD&D Insurance.

Basic and Supplemental Life Insurance can continue for an employee who changes to part-time status following a child care leave. See page 41 for additional information. As noted above, Business Travel Accident Insurance is available to all part-time employees.

If Dow Jones or Aetna stops offering Basic or Supplemental Life Insurance coverage after you have participated in the Program for five years, you can convert up to \$2,000 of coverage to an individual policy. Any claims pending at the time the coverage was ended would be paid under the provisions in effect prior to the termination of the Life Insurance Program.

Retirees are not eligible for Basic or Supplemental Life Insurance coverage. Please see the above section for information on converting your Life Insurance coverage within 31 days after you retire from Dow Jones.

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## **DOW JONES RETIREMENT PROGRAM**

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## **OVERVIEW**

**T**he Dow Jones Retirement Plan consists of two Programs: the Dow Jones 401(k) Savings Plan and the Money Purchase Retirement Plan.

All United States citizens employed by and paid on the U.S. payroll as employees by Dow Jones & Company, Inc. or designated participating companies are generally eligible to participate in the Retirement Program after satisfying the service requirements shown on the following page.

If you are not a citizen of the United States, you generally are not eligible to participate in the Program unless you are employed and listed on the payroll as an employee within the U.S. and are receiving compensation from the Company or a designated participating company within the U.S. - and are expected to do so for at least five years, and are not covered by a local foreign plan.

The Dow Jones Retirement Program is available to non-union employees who satisfy the applicable eligibility requirements under the two Plans. With regard to employees covered by a collective bargaining agreement, their eligibility will be determined by the terms of their collective bargaining agreement.

### 401(k) Savings Plan

If you are an eligible employee, you will be eligible to participate in the 401(k) Savings Plan on the January 1 or July 1 after you complete six months of service with a minimum of 500 hours of service. For example, if you are hired on June 1, 2006, your participation will begin on January 1, 2007; if you are hired on August 1, 2006, your participation will begin on July 1, 2007.

The schedule for participation in the 401(k) Savings Plan is shown below:

<b>If you were hired:</b>	<b>Your participation begins:</b>
On or after January 2, 2005, but before July 2, 2005	January 1, 2006
On or after July 2, 2005, but before January 2, 2006	July 1, 2006
On or after January 2, 2006, but before July 2, 2006	January 1, 2007
On or after July 2, 2006, but before January 2, 2007	July 1, 2007
On or after January 2, 2007, but before July 2, 2007	January 1, 2008
On or after July 2, 2007, but before January 2, 2008	July 1, 2008
On or after January 2, 2008, but before July 2, 2008	January 1, 2009
On or after July 2, 2008, but before January 2, 2009	July 1, 2009

If you satisfied the six-month eligibility period under the 401(k) Savings Plan, left Dow Jones and are subsequently rehired, you will be allowed to participate in the 401(k) Savings Plan on the next January 1 or July 1 - without having to satisfy a new six-month eligibility period.

Your participation in the 401(k) Savings Plan may depend on your date of hire and the terms of any applicable collective bargaining agreement.

For additional information regarding the 401(k) Savings Plan, you should refer to the separate booklet entitled "Dow Jones & Company: Retirement Program Booklet" which will soon be available on [www.dowjones.net](http://www.dowjones.net), at the Employee Center, and under the selection for "Retirement". To obtain a paper copy of this booklet, you can contact the Employee Benefits Department.

### Money Purchase Retirement Plan

You will become a participant on the January 1 nearest the date you complete two years of service, and you will receive your first Company contribution around the following January 31.

The schedule for participation in the Money Purchase Retirement Plan is shown below:

<b>If you were hired on or between:</b>	<b>Your participation begins on:</b>	<b>You will receive your first Company contribution at the end of:</b>
July 2, 2003-July 1, 2004	January 1, 2006	January 2007
July 2, 2004-July 1, 2005	January 1, 2007	January 2008
July 2, 2005-July 1, 2006	January 1, 2008	January 2009
July 2, 2006-July 1, 2007	January 1, 2009	January 2010
July 2, 2007-July 1, 2008	January 1, 2010	January 2011
July 2, 2008-July 1, 2009	January 1, 2011	January 2012
July 2, 2009-July 1, 2010	January 1, 2012	January 2013

The amount of the Company's contribution to the Money Purchase Retirement Plan varies depending on your employee status, date of hire and, for certain union represented employees, the terms of any applicable collective bargaining agreement.

For additional information regarding the Money Purchase Retirement Plan, you should refer to the separate booklet entitled "Dow Jones & Company: Retirement Program Booklet" which will soon be available at [www.dowjones.net](http://www.dowjones.net), at the Employee Center, and under the selection for "Retirement". To obtain a paper copy of this booklet, you can contact the Employee Benefits Department.

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## OVERVIEW

**F**or many years, Dow Jones has provided a family-friendly workplace environment that responds to the needs of our employees. To this end, we offer many innovative and advanced programs that help you balance the demands of work with those of your personal life. These high quality programs are described in the following section of this booklet.

This section also includes a guide to Dow Jones educational programs for you and your children. The tuition reimbursement program gives employees an opportunity to improve their formal education throughout their career. The Company also provides programs that make it easier for children of employees to continue their education beyond high school.

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## TAKING CARE OF YOUR DEPENDENTS

### LifeWorks Program

The LifeWorks Program provides a full range of services to help you make informed decisions about child care, elder care and other work/family life issues. The Program, which was previously known as the LifeBalance Resource Program, can be reached by telephone at (888) 267-2183.

LifeWorks consultants will work directly with you and your family members to help you balance the demands of work with those of your personal life. The Program can provide comprehensive assistance for issues that arise at virtually any life stage. It's available free of charge, and includes the following partial list of services:

Parenting
<ul style="list-style-type: none"> <li>• Local referrals for infant care, emergency child care and in-home care</li> <li>• Adoption information and assistance</li> <li>• Child development and parenting consultations</li> <li>• Information on after-school, school holiday and summer camp programs.</li> </ul>
Educational, Financial and General Issues
<ul style="list-style-type: none"> <li>• Help in selecting a college, understanding financial aid options and searching for scholarship programs</li> <li>• Credit and debt counseling information</li> <li>• Help in locating reputable home repair services</li> <li>• Dealing with stress.</li> </ul>
Resources for Your Parents and Relatives
<ul style="list-style-type: none"> <li>• Screening retirement communities</li> <li>• Nursing homes and other living alternatives</li> <li>• Hiring an in-home caregiver for the elderly</li> <li>• Understanding powers of attorney and living wills</li> <li>• Understanding Medicare.</li> </ul>

LifeWorks can be reached by dialing (888) 267-2183. This toll-free number is available 24-hours a day, seven days a week. You (or your spouse) may call as often as you wish until your question or problem is resolved to your satisfaction.

A LifeWorks consultant will work with you to gather specific information about your needs, and then develop a plan to help resolve these issues. **While there is no charge for the information service itself, you must pay the cost of any child care, elder care or other service provider that you arrange through the Program.**



LifeWorks consultants are highly trained in family and work life issues. Most have Master's degrees and all have extensive work experience as consultants in this field.

LifeWorks information is also available online at [www.lifeworks.com](http://www.lifeworks.com), using the logon i.d. of "dowjones" and the password of 1400. For more information about all of the services offered by the Program, ask your Human Resources Office for the LifeWorks pamphlet.

## **Dependent Care Program**

The Dependent Care Program allows full-time employees to pay for qualified child care and elder care expenses with before-tax dollars, thus reducing your taxes and giving you more take-home pay. Under this program, you can voluntarily lower your salary by a maximum of \$5,000 per year. In exchange, you will receive a nontaxable reimbursement from Dow Jones in an amount equal to your eligible dependent care expenses – up to the amount you contribute under the Program.

Each year during the open enrollment period in November, you can elect to set aside up to \$5,000 of your next year's pay in a special account for your dependent care expenses. Under current federal tax laws – and in many states and localities – the money that you set aside is not subject to taxes. Your Dependent Care Program Account can then be used to reimburse you for your eligible childcare and elder care expenses.

Here's an example of how the Program works: Say your annual salary for 2006 is \$60,000 and you expect to have \$4,000 in eligible dependent care expenses during the year. Dow Jones will pay you \$56,000 in salary, and \$4,000 under the Dependent Care Program when you submit reimbursement forms to Employee Benefits in South Brunswick. For federal tax purposes – and where permitted by state and local tax laws – you would report \$56,000 as taxable income rather than \$60,000. You benefit by saving the taxes you do not have to pay on the \$4,000 dependent care reimbursement.

You can also enroll in the Program on July 1<sup>st</sup> during the mid-year enrollment period held in June each year – but only if you first became eligible for the Program after the general open enrollment in the previous November, or if you acquire your first dependent after the start of the year. For example, if you were hired as a full-time employee in March or your first child was born in May, you would be eligible for that year's mid-year enrollment in June. The maximum election for the mid-year enrollment is \$2,500 – instead of the \$5,000 amount that is allowed for a full year.

## ***Covered Expenses***

Eligible Dependent Care expenses include babysitting, nursery, pre-school, after-school, day care, and summer day camp fees for children; and daily charges for elder care services. The expenses can be for care in your home, or in a qualified day care or adult care center. Eligible dependents include your children under age 13; and dependents of any age who are mentally or physically incapable of self-care, are claimed as a deduction on your income tax return and – if adults – regularly spend at least 8 hours a day in your home. In all cases, these expenses must be necessary for you (and your spouse, if you're married) to continue working.

The expenses for which you seek reimbursement cannot be paid to a dependent whom you may claim a personal exemption for federal tax purposes, or to your child who is under the age of 19.

*Reimbursements*

Dependent Care Program reimbursement forms are available online through [www.dowjones.net](http://www.dowjones.net) at the Employee Center, under the selection for "Forms". Completed reimbursement forms and receipts should be sent to Employee Benefits for processing.

You have until March 31 of the following year to submit a reimbursement form to Employee Benefits for eligible expenses that were incurred during the previous year. For example, you have until March 31, 2007 to submit claims for dependent care expenses that were incurred between January 1, 2006 and December 31, 2006 (based on a January 1<sup>st</sup> enrollment).

*Maximum Amount*

You can contribute up to a maximum of \$5,000 a year to your Dependent Care Account, with these exceptions:

- If you file a joint federal tax return and your spouse also contributes to a dependent care spending account, your combined annual contributions cannot exceed \$5,000.
- If you are married and file separate federal tax returns, you can contribute up to \$2,500 a year.
- You may not contribute more than the amount of your net earned income or that of your spouse, whichever is less. If your spouse is a full-time student or incapable of self-care, your spouse's earned income for this Program generally will be assumed to be \$2,400 if you have one qualifying dependent, or \$4,800 if you have two or more qualifying dependents.

If both you and your spouse work for Dow Jones, the combined maximum that both of you can contribute to the Program is a total of \$5,000. You cannot each contribute \$5,000 separately.

*Forfeitures*

You should select the amount of your salary reduction very carefully based on a conservative estimate of your dependent care expenses for the year. **If the amount you select is greater than what you pay for eligible dependent care expenses, you will forfeit the unused amount, as required by law.**

*Related Tax Information*

During the plan year, you can only change the amount of your election if you have a change in family status such as: marriage, divorce, the birth or adoption of your child, the death of your spouse or child, or a change in your spouse's employment (e.g. termination or leave of absence). The change you make must be consistent with your change in family status. You can, of course, change your election for the following year, for any reason, during the annual open enrollment period. In certain cases, because of Internal Revenue Service rules it may be necessary to decrease the Dependent Care salary reductions elected by certain highly compensated employees. You will be notified if this rule affects you.

**Federal law requires that employees who use the Dependent Care Program must provide on their tax returns the name, address and Social Security number (or taxpayer**



**identification number) of the person or facility providing the child care or elder care service.**

Under current tax law, you may be eligible for a tax credit equal to 20% to 30% of your eligible dependent care expenses, depending on your family income. (The percentage decreases as your family income increases.) For 2006, eligible expenses for the federal tax credit are limited to \$3,000 for one dependent and \$6,000 for two or more dependents.

The expenses eligible for reimbursement through the Dow Jones Dependent Care Program are the same as those which qualify for the federal tax credit. Therefore, the maximum you can claim as a tax credit at the end of the year will be reduced dollar for dollar by any expenses that have been reimbursed through the Dependent Care Program during the year.

You should learn all you can about these requirements before you sign up for the Program during the annual open enrollment period. There is a link to the IRS publication on Child & Dependent Care Expenses on [www.dowjones.net](http://www.dowjones.net), at the Employee Center, and under the selection for "Benefits". For additional information, you may want to consult a tax advisor about your personal tax situation.

The Dependent Care Program is designed to take advantage of the provisions of Section 129 of the Internal Revenue Code of 1986, as amended.

### ***Termination of Employment***

If you terminate or retire from Dow Jones, you can still be reimbursed through your Dependent Care Account for expenses that were incurred through the date of your termination. As with any Dependent Care reimbursement, you have until March 31 of the following year to submit your claim to Employee Benefits in South Brunswick.

If you want to be covered by the Dependent Care Program for eligible expenses incurred after your date of termination, you must make a lump-sum payment to Dow Jones equal to the balance of your remaining Dependent Care contributions through the end of the year.

### **Backup Child Care Reimbursement Program**

The Backup Child Care Reimbursement Program is intended to help Dow Jones' employees who are working parents. The Program reimburses full-time employees up to \$400 per year for expenses incurred when their regular child care provider is unavailable—either because their child is sick, their regular provider is sick or away, or the child's school or center is closed. You can be reimbursed up to \$50 per day if care is provided outside of your home or up to \$80 per day if an alternate provider comes to your home. A relative living in your home is not eligible for reimbursement under the Program.

The key concept of the Backup Child Care Program is that these expenses must be necessary for you (and your spouse, if you're married) to come to work on that specific day when your regular child care provider is not available.

Reimbursement, with appropriate documentation, can be made either on a taxable or nontaxable basis—depending on your enrollment in the Dow Jones Dependent Care Program (see page 36). As required by federal law, you cannot receive more than a total of

\$5,000 in nontaxable payments from the Dependent Care Program and the Backup Child Care Program. This means, for example, that if you elect the maximum \$5,000 salary reduction in the Dependent Care program, all payments from the Backup Child Care Program in the same year will be taxable.

Backup Child Care reimbursement forms are available online from [www.dowjones.net](http://www.dowjones.net), at the Employee Center, and under the selection for "Forms". The completed form, together with receipts for your expenses, should be sent to Employee Benefits in South Brunswick. You must provide the name and Social Security number (or taxpayer identification number) of the person or facility that provided the child care service. Also, you must certify on the form that the provider is not your regular child care provider. **Please note the annual deadline for submitting reimbursement under this program is November 30<sup>th</sup>. Any expenses submitted after November 30<sup>th</sup> will count toward the maximum benefit payable for the next calendar year.**

## Child Care Leave

Child care leaves of absence are available to full-time male and female employees, and are provided in connection with newborn and newly adopted children.

If you give birth, your child care leave of absence begins on the date of your delivery. During the period that you are disabled due to pregnancy, you will receive disability benefits from Dow Jones. Once your doctor certifies that you are no longer disabled, your disability payments from Dow Jones will stop and the rest of your child care leave will be without pay.

If you adopt a child or if your spouse gives birth, your child care leave begins on the date of adoption or delivery. However, since you are not disabled during this period, the entire child care leave will be without pay—unless you request to receive vacation pay.

The following rules apply to all child care leaves of absence:

1. The leave can continue for up to six months from the date of delivery or adoption, or up to nine months with your manager's approval.
2. Your same job can only be guaranteed for four months.
3. If you return to work after the fourth month but within six months (or nine months if approved by your manager), your same job will not be guaranteed, but you will be offered another position for which you are qualified and which may be available at the time you return to work.
4. Your Medical, Dental and Basic Life Insurance coverage will continue during your leave, as does your eligibility for the Dow Jones Retirement Program. (You will receive additional information about Supplemental Life Insurance, if previously purchased.)

To be eligible for a child care leave of absence, you must notify your manager at least four months before the expected delivery or adoption date.

## The Family and Medical Leave Act (FMLA)

The federal Family and Medical Leave Act of 1993 (FMLA) requires employers—such as Dow Jones—to provide up to 12 weeks of unpaid leave in a rolling 12-month period to employees who request a leave of absence for the following reasons:

- Child care for a newborn or newly adopted child, or a child placed with the employee for foster care
- The employee's own serious health condition
- To care for an employee's spouse, child or parent who has a serious medical condition.

The Act applies to Dow Jones employees who have at least 1,250 hours of service in the previous twelve months. Employees are required to give at least 30 days advance notice of their request for a leave—to the extent advance notice is practical.

Generally, FMLA leave is unpaid. However, if the cause of the leave is to care for an eligible family member, you can be paid during this period by using your vacation time, or your paid sick days (see below). If the FMLA leave is due to your own serious health condition, you can receive Short-Term Disability payments (see page 6) during this period. In each of these situations, if a paid leave or Short-Term Disability is granted under FMLA, it will be counted as part of your 12 weeks of FMLA entitlement—you will not receive an additional 12 weeks of unpaid FMLA leave. Leave granted under the child care leave program (see page 39), will also run concurrently with the FMLA.

If you need to take an intermittent FMLA leave or to work on a reduced time schedule, you must try to schedule your leave so as not to disrupt the Company's operations. Consult with your manager and Human Resources to work out a schedule that is mutually beneficial to both you and Dow Jones.

If you take an FMLA leave, Dow Jones will continue your medical and dental coverage on the same basis as if you were actively at work. When your FMLA leave is unpaid, health care premiums are deducted in full from your first paycheck upon your return to work. If you receive vacation pay during your FMLA leave, all regular payroll deductions will be taken from your vacation paycheck.

When you return to work from a covered FMLA leave, you will be reinstated to the position you held before you took your leave or to an equivalent position, and you will receive equivalent pay, benefits, and other terms of employment based on service upon your return. If you do not return from your leave, you will be eligible for COBRA medical and dental coverage (see the COBRA section of the Dow Jones & Company: Health Care Plan 2006).

If you return to work from an FMLA leave caused by your own serious health condition, you must provide certification from your physician stating that you are able to resume work.

The FMLA does not take precedence over any provision of state or local law that provides greater family or medical leave rights than those under the FMLA. For more information about the Family and Medical Leave Act of 1993, please contact your Human Resources Office.

Beginning in July 2004, employees in California may be eligible for an additional type of state offered leave called Paid Family Leave (PFL). PFL benefits can be paid for up to six weeks in a 12-month period. These benefits may be used to bond with a newborn, or to provide care for a seriously ill child, spouse, parent or domestic partner and would run concurrently with FMLA. Please contact your Human Resources Office for additional details or an application to apply for PFL benefits or you can directly contact the state at 1-877-BE-THERE.

### **Part-Time Status Following a Child Care Leave**

A full-time employee who has worked for Dow Jones for a minimum of 2 years may be permitted to return from maternity or paternity leave immediately to regular part-time basis (to the employee's original position) if it is "operationally feasible". Under this provision, the employee must make a commitment to return to full-time employment within a time period agreeable to the employee and to the manager.

An employee can receive full-time medical, dental, group life and disability benefits while he or she is a regular part-time employee following a child care leave—including medical and dental coverage for dependents, subject to payment for the benefits, as provided below. Life insurance and disability benefits will be based on the part-time salary during this period. Employees transferring from full-time to part-time status will retain, for that calendar year only, the number of weeks of vacation earned as a full-time employee. Pay for this vacation time will be based on the employee's average hours worked over the 14 weeks immediately preceding the vacation. Employees who are part-time following maternity will not be eligible for physical fitness, Backup Child Care or Educational Assistance benefits while working as a regular part-time employee.

The maximum period of eligibility for full-time benefits will be equal to the employee's prior full-time service, or five years—whichever is less. This period of eligibility will be cumulative if the employee has had more than one period of part-time service following a child care leave during the course of their employment with Dow Jones. If the employee continues working as a regular part-time employee after the maximum period is completed, he or she will only participate in the part-time benefit programs—if eligible.

For additional information about benefits for part-time employees following a child care leave of absence, contact the Employee Benefits Department.

**Cost of Benefits** — During the first nine months after the child's birth or adoption, the employee pays the normal premiums that would have been paid as a full-time employee (for example: the full-time health care premiums or Supplemental Life Insurance). After nine months, and during any remaining period of eligibility as a regular part-time employee, the employee will be required to pay 50% of the difference between part-time and full-time benefits coverage. For specific cost information, contact Employee Benefits in South Brunswick.

### **Use of Sick Days When a Family Member Is Ill**

You may use your sick days to care for your dependents if a family member is ill. You may also use one sick day per year in hourly increments for family demands or emergencies, with the approval of your manager.

### **Bereavement Leave**

In the event of a death in your immediate family, the Company will grant a leave of up to three consecutive calendar days, including the day of the funeral, at full pay. For these purposes, "immediate family" includes your spouse or domestic partner, child, parent, grandparent, brother or sister, or your spouse's or domestic partner's child, parent, grandparent, brother or sister, or any relative who lives in your home.

### **Adoption Assistance Plan**

Through the Dow Jones Adoption Assistance Plan, employees can be reimbursed up to a maximum of \$2,000 for documented expenses incurred in the legal adoption of a child who is not related to the employee by blood or marriage. Eligible expenses include adoption agency fees, legal fees, court costs, transportation costs to pick up the child (but only for the Dow Jones employee and the child), and maternity costs for the birth mother if there is no other medical coverage. Expenses incurred with respect to surrogate parenting arrangements are not reimbursable.

To be reimbursed for adoption expenses, you should submit a memo to Employee Benefits in South Brunswick that identifies the date, amount, and type of each expense, together with your receipts and proof that the adoption was completed. You should not submit your claim for reimbursement until the entire adoption process is completed.

Based on Internal Revenue Service requirements as of January 1, 2006, Adoption Assistance Plan payments can be excluded from income for employees (and their spouses, if married) whose modified adjusted gross income is at certain levels as determined by the IRS. However, please consult with your own tax advisor with regards to tax rules that may apply to Adoption Assistance payments.



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## EDUCATION BENEFITS FOR YOU AND YOUR CHILDREN

### The Dow Jones Educational Assistance Plan

The Educational Assistance Plan reimburses you for a portion of your tuition, registration and laboratory fees for approved courses **after** you successfully complete the courses. Although generally no more than two courses are recommended per semester, up to three courses or nine credits may be approved by your manager, providing that the course load will not interfere with your work schedule or job responsibilities.

The Plan will reimburse you:

- 80% for undergraduate courses—either job-related courses or courses required for the fulfillment of an associate's or bachelor's degree that are related to your present job or a realistic future assignment at Dow Jones
- 50% for graduate level courses—provided the courses are related to your present job or a realistic future assignment at Dow Jones.

All courses must be approved by your manager and the application process for the Educational Assistance completed no later than 30 days **after** you start the course. If the cost is more than \$1,000, then it must also be approved by your department head. Any disputes regarding a manager's or department head's decision should be forwarded for a final resolution to the Director, Training and Development, Human Resources in South Brunswick.

Courses must be taken for credit at an accredited college or university. Expenses for course or credits granted for "life experience", credit by examination or professional review courses are not eligible for reimbursement.\* Courses must also be taken for a grade. A "pass/fail" grade may be acceptable if it is elected prior to the start of the class, and the transcript clearly indicates a pass/fail grade.

**\*Please note that courses using the Internet or interactive computer technology in lieu of classroom instruction are reimbursable under this Plan if they would otherwise qualify for reimbursement.**

The reimbursement procedure is as follows:

1. Before the course starts, obtain an application form from [www.dowjones.net](http://www.dowjones.net), at the Employee Center, under the selection for "Forms".
2. Give the completed form to your manager who will decide if the courses are job-related or related to a realistic future assignment at Dow Jones, and whether your work schedule will permit sufficient time to do the course work. Your manager will either sign the form and return it to you, or explain why the course cannot be approved.

3. If the course is approved by your manager, send the completed form to the Human Resources Training and Development Group; Dow Jones & Company; P.O. Box 300 Princeton, NJ 08543-0300.
4. No later than 90 days after the course is finished, you must provide the Training Group with the following: an official transcript or grade report, an itemized receipt from the college or university listing all fees, and proof of your payment in full along with the approved white copy of the Educational Assistance Plan Application.
5. If a grade is given for the course, you must earn a "C" or better to qualify for reimbursement. If the course is Pass/Fail, you must earn a "P" for Pass.

Once you provide this evidence of your satisfactory completion of the course, you will receive reimbursement from the Plan. As of July 1, 2002 reimbursements from the Educational Assistance Plan for the first \$5,250 for undergraduate and graduate courses within a calendar year are considered to be nontaxable as job-related education expenses. Any reimbursements in excess of this amount will be taxable to you and will be reported on your W-2 form.

If you do not satisfactorily complete the course, or you resign or are dismissed for cause from employment at Dow Jones before completing the course, you will not receive any reimbursement from the Company. If you are unable to complete a course for business reasons—for example, if you transfer, have unexpected travel or a heavy workload, or you are laid off—you will be eligible to receive a reimbursement.

If you are awarded a degree during your employment at Dow Jones, you should notify your Human Resources Office so that your personnel files can be updated to include information about your degree.

*Employees who work for Factiva have different rules affecting their participation in the Dow Jones Educational Assistance Plan. Please contact the Factiva Human Resources Department for additional information.*

## **The Dow Jones Foundation Scholarship Program**

Each year the Dow Jones Foundation sponsors two types of scholarship programs for children of Dow Jones employees or their domestic partner, as well as children of retired and deceased employees. The scholarship awards range from \$2,000 to \$5,000 per year for each student, for up to four years. The amount of the scholarship depends on the financial needs of the student and his or her family.

The Dow Jones Foundation Programs are for students who wish to attend colleges or universities in the United States or overseas locations, as described below:

### ***United States Scholarship Program***

This program is administered by the **National Merit Scholarship Corporation (NMSC)**, an independent, not-for-profit organization that assists students throughout the U.S. in obtaining a college education. Scholarship winners are selected by the NMSC on the basis of



PSAT/NMSQT scores, academic records, leadership and significant extra-curricular activities. Dow Jones plays no role in the scholarship selection process.

In late summer, instructions are made available to employees to explain eligibility, the application process and the PSAT/NMSQT test—which is administered by the National Merit Scholarship Corporation each October.

Generally, students must be in the 11th grade (junior year) when they take the test. Applications for the U.S. Scholarship Program are available on [www.dowjones.net](http://www.dowjones.net), at the Employee Center.

### ***International Scholarship Program***

This program is administered by the largest not-for-profit educational exchange and training organization in the U.S. The Program is for children of non-U.S. citizen Dow Jones employees or their domestic partner who enter a regionally accredited university in any country—including the United States. It also covers children of Dow Jones' U.S. citizen employees or their domestic partner's who apply to universities outside the United States.

Scholarship winners will be selected by the IIE according to merit on a competitive basis, and without regard to financial need. The IIE will consider the student's academic records, qualities of leadership, extra-curricular accomplishments, recommendation letters, and the student's study proposal. Dow Jones plays no role in the scholarship selection process.

Applications for the International Scholarship Program are available on [www.dowjones.net](http://www.dowjones.net), at the Employee Center.

### **Matching Gifts Program for Higher Education**

Through the Matching Gifts Program, Dow Jones encourages employees to contribute to colleges, universities, community colleges, technical/vocational schools, public and private non-profit elementary, middle and secondary schools, the United Negro College Fund, American Indian College Fund and Hispanic Association of Colleges and Universities. Dow Jones matches—on a one-to-one basis—the unrestricted contributions made by full-time employees, eligible affiliated company employees, and retirees to these institutions, up to \$2,000 per calendar year. For example, if you make a personal contribution of \$2,000, Dow Jones will also contribute \$2,000—for a total contribution to the institution of \$4,000.

To be eligible for a matching gift, your contribution must be:

- Made to a college or university listed in the Higher Education Directory published by the U.S. Office of Education, or to public and private non-profit elementary, middle and secondary schools accredited by one of the 6 accrediting associations such as NAIS or a nationally recognized accrediting agency, the United Negro College Fund, American Indian College Fund and Hispanic Association of Colleges and Universities.
- At least \$25.
- Paid in cash or publicly traded securities.

- Acknowledged by the recipient organization within one year of the date of the employee's gift.

If you contribute securities, the amount of the matching gift will be based on the closing quote on the date you make the contribution.

Contribution forms are available on [www.dowjones.net](http://www.dowjones.net) at the Employee Center, and under the selection for "Forms". For additional information, contact the Dow Jones Matching Gifts for Education Program at (866) 454-8214 or e-mail them at [dowjones@easymatch.com](mailto:dowjones@easymatch.com).

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## OVERVIEW

**I**n addition to the benefits plans and programs described in the preceding sections of this handbook, Dow Jones offers many other benefits and services to make your employment with the Company a more enjoyable and rewarding experience, including:

- Time off
- The Dow Jones Severance Pay Plan
- The Dow Jones Volunteer Support Program
- Employee Stock Purchase Plan
- International SOS
- Employee Discounts
- Service Awards

## Time Off

Full-time employees can enjoy four types of paid time off:

- holidays
- personal days
- vacation days, and
- sick days.

## Holidays

In the United States, Dow Jones has 7 paid holidays each year for all full-time employees, including the seven when *The Wall Street Journal* is not published: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

If a scheduled holiday falls on a Saturday or Sunday, or on your regular day off, you will be granted another day off. Due to the publishing requirements of the Company, production employees have the eve of the holiday off instead of the actual holiday.

***Note: Employees who work for Factiva have a different holiday schedule. Please contact the Factiva Human Resources Department for additional information.***

## Personal Days

In addition to the seven holidays described above, you can take up to four personal days of your own choosing so that you can observe religious occasions or other special events not covered by the regular holiday schedule.

If The Wall Street Journal is not published on Martin Luther King Day, that day will be treated as an additional holiday with one less personal day – employees will have eight holidays and three personal days.

You are eligible for a pro-rated number of personal days during your first year as a full-time employee based on the date you were hired:

If you were hired on or between:	You get this many personal days during the first year:
January 1 and January 31	4 (3 if the Journal is not published on Martin Luther King Day)
February 1 and April 30	3
May 1 and August 31	2
September 1 and December 31	1

Thereafter, you are entitled to 4 personal days each calendar year (3 if the Journal is not published on Martin Luther King Day).

To take a personal day, you should submit a request to your supervisor at least 10 days in advance-except that a request for a personal day for dependent care or a family emergency may be made upon reasonable notice. Unused personal days can not be carried over into the next year and will not be paid for at termination of employment.

***Note: Employees who work for Factiva have a different personal leave policy. Please contact the Factiva Human Resources Department for additional information.***

### ***Vacation***

Full-time employees become eligible for vacation when they have completed six months of continuous service. Vacation time depends on your length of service at Dow Jones, according to the following schedule:

If you will have this much continuous full-time service in the current year...	You may take this many weeks of vacation per year:
Less than 6 months	None
6 months but less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 6 years	3 weeks
6 years but less than 15 years	4 weeks
15 years or more	5 weeks

You are eligible to take the additional week's vacation at any time during the year in which you cross into the next vacation category. In the year your employment ends and if you are eligible for severance pay, you will be paid for any remaining unused vacation time credited to you through the date of your termination of employment.

If you have not used all of your annual vacation by December 31, you may not carry over unused days to the next year unless you were required by the Company to work through your vacation. If you are on short-term disability at the end of a given year and have not taken all of your vacation days, special rules will apply. See page 9 for details.

If you are eligible for three weeks or more of your vacation and your pay is \$800 or less per week, you may request one week's pay instead of a week's vacation.

To schedule your vacation time, you must give your supervisor as much advance notice as possible, so that arrangements can be made for processing your vacation pay and handling your

job responsibilities during your absence. The final decision on scheduling vacations rests with your supervisor.

Your vacation pay is the amount you would have earned had you worked your regularly scheduled hours at the rate of pay in effect at the time of your vacation. If you submit the appropriate form one-month in advance, you can receive your vacation pay on the payday before your vacation begins.

Employees who change from regular part-time to full-time status will earn additional vacation based on their hours worked as a part-time employee. If you have this type of change in status, the Employee Benefits Department will calculate this vacation credit date and issue a memo to you and your manager.

If you leave Dow Jones and you are not eligible for severance pay, you will be paid a percentage of your vacation pay entitlement credited through the date of your termination less your used vacation time. This calculation is based on the following prorated vacation pay schedule:

<b>Employment Termination Date</b>	<b>Prorated Vacation Pay Entitlement</b>
January 1 - March 31	25%
April 1 - June 30	50%
July 1 - September 30	75%
October 1 - December 31	100%

This prorated vacation pay schedule does not apply if you terminate from Dow Jones and are eligible for severance pay (see page 54), or if you retire at age 55 (or older) with at least 10 years of service, or if you terminate at any age due to disability or death. Employees terminating for these reasons will be paid 100% of their unused vacation time—regardless of the date of termination.

If you work outside of the U. S., you will receive the greater of the vacation benefits explained above or the legislated minimum at your location (if it applies to foreign residents).

***Note: Employees who work for Factiva have a different vacation policy. Please contact the Factiva Human Resources Department for additional information.***

### ***Sick Days***

Paid sick days due to an illness or emergency are available to most full-time employees. (Entitlement to paid sick leave may vary under the terms of a collective bargaining agreement.) Sick days protect you when you are unable to come to work when you or a member of your family is ill or injured. Sick days are not additional paid days off that you can use for reasons other than illness or injury. Your manager may require that you present a physician's certificate confirming the medical reason for your absence, including absences of more than two days. Claiming pay for a sick day under false pretenses may result in disciplinary action, including discharge.



Unless your employment is covered by a collective bargaining agreement that provides otherwise, you are eligible for sick leave days in the calendar year during which you are hired, based on the following schedule:

Hire Date	Number of Sick Days
January 1 – April 30	6
May 1 – August 31	4
September 1 - November 30	2

On January 1 of the calendar year after the year during which you are hired, you will be credited with 6 sick days. These sick days enable you to be paid for up to six days during the year if you are unable to report to work because of a covered illness or injury. Because sick days are not additional paid days off that you can use for reasons other than a covered illness or injury, you are not entitled to be paid for unused sick days if your employment terminates. Generally, one sick day may be used in hourly increments for family demands or emergencies. Your manager is responsible for keeping track of the sick days you have used.

An employee who has taken less than his or her allowed sick days in any calendar may credit up to 4 days of such unused sick time in the next calendar year, provided that in any calendar year an employee may not be credited with more than 10 sick days.

***Note: Employees who work for Factiva have a different sick leave policy. Please contact the Factiva Human Resources Department for additional information.***

### ***Jury Duty***

If you are a full-time employee and you are required to serve on jury duty, you will be granted a leave of absence during the period that you must spend in court. If you are excused from court when more than four hours remain in the workday, you are expected to return to work. However, you are not required to return to work if your combined hours of jury duty, travel back to work, and work-time would exceed seven hours. (Lunch time is not included in determining this seven hour period.)

You will receive your base average salary from Dow Jones for any regularly scheduled workdays that you spend in court. You may also receive jury duty pay; however, if your jury duty pay is more than \$30 per day, you must reimburse Dow Jones for any amount that you receive over \$30 per day. For reimbursement information, contact Human Resources in South Brunswick.

### ***Military Leave***

The Company will grant a Leave of Absence when an employee enlists or is called to active duty by any branch of the U.S. military. As explained in more detail below, when you return to work following a period of military service, you will be returned to your former job, or you will be placed in a job comparable to the one you held before your leave, at the salary level that you would have achieved had you not taken the Leave of Absence.

*Procedures for Taking a Leave of Absence*

If you are called into service, or enlist, you should obtain an Application for Leave of Absence form from Human Resources. You should present a copy of your Military orders, or proof of enlistment, along with the Leave of Absence form, to your manager. If you are not able to provide advance notice due to an emergency call-up, you should make arrangements for someone to notify the Company in your absence.

*Benefits During Leave of Absence*

For the first 180 days of your Military Leave of Absence, the Company will continue your benefits coverage, and pay you the difference between your then current salary and your military pay. Pay for such time off will be based on the employee's average hours worked over the 14 weeks immediately preceding the leave. The remainder of your leave is unpaid. Most Dow Jones benefits will be suspended during the period of unpaid leave. However, during the unpaid portion of your military leave, you may elect to continue your medical coverage under the Company's health plan at your own expense for up to 24 months.

*Service Credit*

Your date of hire will not be affected by your Leave of Absence - i.e., your Military Leave will not result in a "break in service" with Dow Jones. You will earn credit toward eligibility for participation in certain employee benefits that have "waiting periods" such as the Money Purchase Pension Plan, the 401(k) plan, and the Employee Stock Purchase Plan, during your period of leave.

*Procedures for Returning to Work Following a Military Leave*

When you are ready to return to work following a Military Leave, you must notify the Company (either by notifying your manager, or by notifying Human Resources) of the date that you intend to return. You should give such notice as soon as possible after completion of your service. Such notice must be given within two weeks of the end of your military service, if your service was between 31 and 181 days. If your service was longer than 181 days, then your notice must be received within 90 days. (Note that if you are disabled or hospitalized, these time periods may be extended.) If your military service is less than 31 days, you should report back for work on the next regular business day after the end of your service. When you return to work, you should bring your discharge papers to document the status and date of your military discharge.

*Reinstatement Rights*

Generally, under the Uniformed Services Employment and Reemployment Rights Act (USERRA) an individual may be absent from work for military duty and retain reinstatement rights for five years. However, there are important exceptions to the five-year limit, including initial enlistments lasting more than five years, periodic training duty, and involuntary active duty extensions and recalls, especially during a time of national emergency. Assuming that your discharge from military service was honorable, and that you provide necessary documentation of the dates of your service, you will generally be returned to the position you occupied at the beginning of your leave, or a position of like status and pay. You will receive any wage increases that you would have received during the period of your leave. If it is not possible to return you to your prior position, you will be placed in a position of similar status, pay, and benefits.

### The Dow Jones Severance Pay Plan

In the event of an involuntary separation (termination of services) because of an employee's incompetence, refusal to relocate, the Company's decision to reduce staff size or eliminate a job function, Dow Jones will provide severance pay based on the following schedule:

Continuous Employment	Severance Pay
Less than 6 months	Only wages due at time of dismissal.
6 months but less than 9 months	2 weeks wages
9 months but less than one year	3 weeks wages
1 year but less than 2 years	4 weeks wages
2 years but less than 3 years	5 weeks wages
<b>plus,</b>	
If 3 years or more	An <b>additional</b> 2 weeks of wages for each full year of employment over 2 years, up to and including the 15th year.
If 15 years or more	An <b>additional</b> one and one-half weeks wages for each six months of employment over 15 years, up to an aggregate maximum payment of 52 weeks wages.

When there is a termination as a result of the Company's decision to reduce staff size or eliminate a job function, the Plan provides: (i) a minimum of three (3) weeks' severance pay for employees with less than six (6) months of employment; and (ii) a minimum of six weeks' severance pay for employees with more than six (6) months but less than three (3) years of employment..

For purposes of this Plan, "wages" is defined as the Employee's base wage rate as of the date of termination.

For employees covered by a collective bargaining agreement, eligibility for severance pay is determined by the terms of the applicable collective bargaining agreement.

#### *Sale of Business Unit or Transfer to New Employer*

Employees who leave Dow Jones resulting from the sale of a business unit or a transfer to another employer are subject to the following conditions under the Severance Plan:

1. If an affected Employee declines an offer by the new employer to keep his/her job or to accept a new job with substantially similar terms and conditions, he/she will be entitled to one-half of the severance pay otherwise due based on the chart above.

2. If an affected Employee accepts the position with the new employer, but is involuntarily terminated for reasons other than misconduct within one year of his/her separation from Dow Jones, the Employee is entitled to receive from Dow Jones, the difference between the severance due based on the chart above on the date of separation from Dow Jones, minus the severance pay from the new employer and other payments received under this Plan.
3. If an affected Employee accepts a new position with the new employer and remains on the new job for nine months, the employee will receive a payment from Dow Jones equal to one-half the severance pay that would have been due based on the chart on the previous page, on the date of separation from Dow Jones.
4. If an Employee's compensation with the new employer is less than what he/she received at Dow Jones, at the end of one year with the new employer, Dow Jones will pay the Employee the difference in the employee's total compensation for that year (except as provided below), not to exceed the severance pay otherwise due pursuant to the chart on the previous page. In calculating the difference, Dow Jones will pay to the employee at least monthly the difference in base salary and any out-of-pocket contribution toward basic medical coverage while employed by the new employer, which shall be deducted from year-end reconciliation. Employees shall not receive more by virtue of the application of this paragraph than the severance pay due under this Plan on the date of separation from Dow Jones.

### **The Dow Jones Volunteer Support Program**

The Volunteer Support Program recognizes that many employees find time during their off hours to help their community by serving as volunteers in charitable organizations. With this Program, Dow Jones encourages the spirit and growth of volunteerism by donating to the charitable organization with which you are involved.

To be eligible for this Program, the organization must provide a public service and be recognized by the Internal Revenue Service as a 501(c)(3) public charity. Examples include:

- Community agencies which are active in social welfare, health, education, civic or cultural affairs
- Youth recreation programs such as scouting or Little League
- Volunteer fire departments, rescue squads and ambulance services
- Public libraries
- Drug and alcohol rehabilitation programs.

Certain types of organizations are **not** eligible for the Program, including:

- Labor or political groups
- Religious organizations—except when the activity being sponsored is nonsectarian (such as a food kitchen or shelter)

- Advocacy organizations, or organizations that represent a conflict of interest for Dow Jones
- Organizations already receiving direct support from Dow Jones or the Dow Jones Foundation.

Dow Jones' contribution to the charitable organization is based on your hours of volunteer service in a calendar year, as shown in the following table. Hours do not carry over from one year to the next:

Hours of Volunteer Service	Dow Jones' Grant Payments
25 – 49	\$100
50 – 74	\$250
75 – 99	\$375
100 or more	\$500

Grant applications are available on [www.dowjones.net](http://www.dowjones.net), under Employee Center. You may request one contribution—up to a maximum of \$500—in any one year. A specific charitable organization cannot receive more than \$2,500 from the Dow Jones Volunteer Support Program in a single year. For additional information about the Program, you should contact the Tax Department in South Brunswick at (609) 520-5146.

### Employee Stock Purchase Plan

As a full-time employee, you are eligible to participate in the Plan if you have completed 2 full years of service as a Dow Jones employee or a participating subsidiary employee as of the date the stock is offered.

Through the Employee Stock Purchase Plan, you can buy shares of Dow Jones common stock at a discount below the market price. These shares are offered for sale each July.

The number of shares you can purchase is based on your salary. A schedule showing the maximum number of shares you can purchase will be available online through [dowjones.net](http://dowjones.net) after July 1<sup>st</sup> each year and throughout the offering period. You may buy shares by either a lump sum payment or through a series of payroll deductions.

The Employee Stock Purchase Plan does not guarantee a return on your investment. The stock you buy is subject to the normal ups and downs of the market. Increases in the value of your stock over your purchase price generally are not taxable until you sell the shares.

To participate in the offering, you must complete the online enrollment form before the end of July. If you participate by lump sum, you must include a check for the full purchase price of the shares—as explained further in the stock offering.

For information about the tax aspects of the Plan, you should refer to the Plan Prospectus, which contains the terms and conditions of the Employee Stock Purchase Plan. You can view the Prospectus online at [dowjones.net](http://dowjones.net), or you can obtain a copy by contacting the Treasurer's Department in South Brunswick at (609) 520-5149.



*Employees who work for Factiva have different rules affecting their participation in the Dow Jones and Company Employee Stock Purchase Plan. Please contact the Factiva Human Resources Department for additional information.*

## **International SOS**

International SOS provides employees traveling overseas on business and expatriates with the following services: medical assistance, travel assistance, access to International SOS clinics and online information.

### **Medical Assistance Services:**

One phone call connects you to the ISOS network for immediate help in any emergency. Services range from telephone advice and referrals to full-scale evacuation by private air ambulance. The ISOS network of multilingual critical care and aeromedical specialists operates 24 hours a day, 365 days a year from ISOS Alarm Centers around the world. These Alarm Centers can be reached by calling the following numbers:

If calling from the US, Canada, Mexico, Central or South America: 1-215-245-4707

If calling from Europe, CIS, Africa or the Middle East: +44-20-8762-8008

If calling from Asia, Australia or the Pacific Rim: +65-6338-7800

### **Access to International ISOS Clinics:**

International SOS also owns and operates clinics in areas where international standards in medical care are not locally available. These clinics offer a wide range of services including primary care, diagnostic and emergency care. Many clinics are equipped and staffed to provide x-ray and ultrasound, dentistry, physiotherapy and counseling.

For a listing of countries where ISOS clinics operate, visit their web site at [www.internationalSOS.com](http://www.internationalSOS.com).

### **Travel Assistance Services:**

In addition to the above, International SOS provides a wide range of general services including, but not limited to: legal referrals, translations and interpreters, lost document advice and assistance, advance of emergency cash, arrangements for ground transportation and accommodations, the return of minor children to host country. Although the cost of the referral is free, you may incur additional expenses from the service provider.

The Company's membership account number is **11BCMA000101**. To obtain a card, you can log on to the ISOS website and print one out, or contact your Human Resources representative.

## **Employee Discounts**

Discounts are available for the following publications: The Wall Street Journal, Barron's and SmartMoney. If you wish to take advantage of these discounts, please contact-Special Services Dept. 84 Second Avenue, Chicopee, MA 01021 or by telephone at (413) 598-2990. You may

*also apply for subscriptions on [www.dowjones.net](http://www.dowjones.net) under the heading "Publications & Services" and click on "Employee Subscriptions".*

Advertising discounts: Dow Jones also offers you a 50% discount on classified advertising in The Wall Street Journal. This discount applies only to ads you place for the sale of your own property and is limited to 200 lines of advertising each year.

If you wish to take advantage of this advertising discount, send the copy for your ad—along with your name and home address for billing purposes—to the Regional Classified Manager of your area's edition of The Wall Street Journal.

### **Service Awards**

Dow Jones rewards full-time employees' service beginning at the fifth anniversary year and continuing in five-year intervals thereafter. Upon reaching an anniversary date, you will be invited to select from a variety of gift awards.



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## OVERVIEW

**T**his section includes additional information about how the Dow Jones employee benefit plans and other benefit arrangements are administered, and a statement of your rights as a participant. This information is provided to meet the disclosure requirements for welfare benefit plans under a federal law called the Employee Retirement Income Security Act of 1974, as amended (ERISA).

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## ADDITIONAL INFORMATION

### The Plans

The Plans described in this booklet are:

*Dow Jones & Company Long-Term Disability Plan:*

- The Plan provides long-term disability benefits and is funded as part of the Dow Jones & Company, Inc. Employee Benefits Plan Trust which has a plan number of 502; the plan year ends December 31.
- Benefits under the Long-Term Disability Plan are provided through Company contributions to the Employee Benefits Plan Trust.

*Dow Jones & Company Life Insurance and Accident Benefit Plan:*

- The Plan provides benefits under the Basic Life Insurance Program, the Supplemental Life and AD&D Insurance Program (plan number 501 for both of these programs), and the Business Travel Accident Insurance Program (plan number 505).
- The plan year ends December 31.
- Benefits under the Basic Life Insurance Program and the Supplemental Life and AD&D Insurance Program are sponsored by the Company through a group contract with Aetna Life Insurance Company. The Company pays the full premium for Basic Life Insurance coverage. Employee contributions for Supplemental Life and AD&D coverage are made by payroll deduction. (See page 22 for additional information on funding).
- Benefits under the Business Travel Accident Insurance Program are funded through a contract with the Life Insurance Company of North America. The entire cost of providing this coverage is paid by the Company.

*Dow Jones & Company Dependent Care Program:*

- The Program provides child care and elder care benefits, and is funded by before-tax contributions through payroll deductions. These deductions are made through a Code Section 125 cafeteria program associated with the Flexible Benefits Program which is part of the Dependent Care Program.
- The plan number is 509 and the plan year ends December 31.

*Dow Jones & Company Educational Assistance Plan:*

- The Plan reimburses employees for a portion of their tuition and other educational expenses for approved courses. Benefits are provided through Company payments.
- The plan number is 508 and the plan year ends December 31.

*Dow Jones & Company Adoption Assistance Plan:*

- The Plan reimburses employees for expenses incurred in the legal adoption of a child. Benefits are provided through Company payments.
- The plan number is 511 and the plan year ends December 31.

*Dow Jones & Company Severance Pay Plan:*

- The Plan provides severance benefits due to an employee's involuntary separation from the Company. Benefits are provided through Company payments.
- The plan number is 506 and the plan year ends December 31.

**Plan Sponsor/Plan Administrator**

The Plans described in this booklet are sponsored and maintained by Dow Jones & Company. The Plan Committee appointed by the Board of Directors of Dow Jones is the Plan Administrator of the Company's plans. The Plan Committee generally controls and manages the operation and administration of the plans and interprets the plans. Determinations of the Plan Committee (and the other parties noted herein) in its discretion in the exercise of the authority conferred on it are final, conclusive and binding on participants, their beneficiaries and all other persons. The Plan Committee can be contacted as follows:

In writing:

Dow Jones & Company  
Tax Department  
P.O. Box 300  
Princeton, NJ 08543

In person during normal business hours:

Dow Jones & Company  
Vice President of Tax  
4300 North Route 1  
South Brunswick, NJ 08852  
Telephone: (609) 520-5145

The employer identification number (EIN) assigned to Dow Jones & Company is 13-5034940.

## **Service of Legal Process**

The agent for the service of legal process on these plans is the Secretary of Dow Jones & Company, 200 Liberty St., New York, NY 10281.

## **Plan Trustees**

The Plan Trustees of the Employee Benefits Plan Trust (EIN Number 22-275700) are the Dow Jones officers who hold the positions of Vice President, Human Resources and Tax. They can be contacted at the following addresses:

Vice President, Human Resources  
Dow Jones & Company  
200 Liberty St.  
New York, NY 10281

Vice President, Tax  
Dow Jones & Company  
P.O. Box 300  
Princeton, NJ 08543

## **Plan Documents**

This booklet describes the main provisions of certain employee benefit plans and other benefit arrangements of Dow Jones & Company in non-technical language, and it constitutes the "Summary Plan Descriptions" of these plans as required by ERISA for those plans that are ERISA-covered employee benefit plans. Some additional features of the plans—particularly those that apply to very few employees—are not included here.

The complete details of the plans are contained in this Summary Plan Description as well as, in some cases, the relevant trust agreements, insurance contracts and certificates, and other formal plan documents which govern the rights and obligations of participants, beneficiaries and the Company under each of the plans.

All plan documents, including insurance contracts, trust agreements, collective bargaining agreements and copies of all documents filed with the U.S. Department of Labor, such as detailed annual reports and plan descriptions, are available for review without charge at the following locations during normal business hours:

Tax Department  
4300 North Route 1  
South Brunswick, NJ 08852

Employee Benefits Department  
4300 North Route 1  
South Brunswick, NJ 08852

All Human Resources Offices  
(For addresses of the offices, see page 70.)

Copies of any of these documents will be furnished to you within 30 days upon written request to either the Tax Department or the Employee Benefits Department at the above addresses. There will be a charge to cover the cost of reproducing these documents.

### **Future of the Plans**

Notwithstanding anything contained in this booklet (i.e. summary plan description) that may be to the contrary, the Company reserves the right by a written instrument of its Board of directors—including the Board's delegate—to amend or terminate any Plan or program described in this booklet at any time and for any reason. In addition, no executive or officer of the Company can make any commitment with regard to maintaining any Plan or program in the future. The decision to change or end the plans may be due to changes in laws governing employee benefits or retirement benefits, the requirements of the Internal Revenue Code of 1986, as amended, or ERISA, or for any other reason. The Plan Committee may also change the plans to the extent that is necessary or appropriate to facilitate the administration, management or interpretation of the plans or to comply with applicable law, as long as such action does not have a material effect on the currently estimated cost of maintaining the plans. If any material changes in the plans are made, you will be notified. For additional information about the Dow Jones Health Care Plan and the Dow Jones Retirement Program, see the separate booklets for these Plans.

### **Collective Bargaining Agreements**

For some participants, membership in certain plans is maintained under the provisions of a collective bargaining agreement. A copy of the agreement is available for examination and may be obtained by these participants and their beneficiaries upon written request to the applicable Human Resources Office.

### **Claiming Benefits**

Claims under the Long-Term Disability Plan, the Short-Term Disability Program, the Life Insurance and Accident Benefit, the Dependent Care Program, the Backup Child Care Program and the Adoption Assistance Plan should be filed with the Dow Jones Employee Benefits Department P. O. Box 300, Princeton, NJ 08543.

Claims under the Severance Pay Plan should be filed with Human Resources, P. O. Box 300, Princeton, NJ 08543.

Claims under the Educational Assistance Plan should be filed with the Human Resources Training and Development Group; P.O. Box 300; Princeton, NJ 08543.

### **Payment of Benefits**

The Dow Jones Employee Benefits Plan Trust pays all Long-Term Disability Plan benefits.

Aetna Life Insurance Company pays the benefits provided for under the Basic Life Insurance Program and the Supplemental Life and AD&D Insurance Program. The Life Insurance Company of North America pays the benefits provided for under the Business Travel

Accident Insurance Program. Benefits provided under the Short-Term Disability Program, the Dependent Care Program, the Backup Child Care Program, the Adoption Assistance Plan, the Educational Assistance Plan and the Severance Pay Plan are paid from the general operating funds of the Company.

Unless a special problem occurs, you or your beneficiary should receive the benefit payments provided under the Plan, or notification that your claim for benefits has been denied, within 90 days after the appropriate insurance company, trustee, or payer received the claim. If the claim cannot be processed within 90 days because of special circumstances, the insurance company, the Trust or a Dow Jones representative will notify you in writing of the reasons for the extension. In any event, you or your beneficiary will receive benefits, or notification that your claim for benefits has been denied, no later than an additional 90 days thereafter.

### **Claims Denial and Appeal**

If an application for benefits is denied either in whole or in part, you (or your beneficiary, if applicable) will receive written notification which will include the reasons for the denial, with reference to the specific plan provisions on which the denial was based, a description of any additional information needed to perfect your claim and an explanation of the claims appeal procedure. Any decision by the reviews notes below will be final, binding and conclusive on all parties.

#### *Appeal Procedures for the Life Insurance and Accident Benefit Plan:*

You may have your claim reconsidered by the Manager, Employee Benefits. You must request this reconsideration by writing to that manager at P.O. Box 300, Princeton, NJ, 08543 within 60 days from the date you are notified that your claim has been denied. The Manager, Employee Benefits will reconsider your claim and notify you of the findings within 90 days from the date your request is received. (However, this 90-day period may be extended for up to an additional 90 days in certain special circumstances upon written notice to you.) If your claim is denied, the notification will include the reasons for the denial, with reference to the specific plan provisions on which the denial was based, a description of any additional information needed to perfect your claim, and an explanation of the claims review procedure.

Within 60 days from the date you receive notification from the Manager, Employee Benefits that your claim has been denied on reconsideration, you or your authorized representative may submit a written request to the Plan Committee (see page 61) for a final review of your claim.

Any such request should be accompanied by documents or records in support of your appeal. You or your authorized representative may review pertinent documents and submit issues and comments in writing. You may also appear before the Plan Committee in person with your authorized representative. The full Plan Committee will review your case and advise you in writing of its determination within 60 days after the Committee receives your request for review. (In special circumstances this period may be extended for an additional 60 days by written notice to you.) The Committee's decision on an appeal shall be final and binding on all parties.



*Appeals Procedure for the Long-Term Disability Plan, and Short-Term Disability Program:*

*Time for Initial Decision.* A determination of your right to receive benefits in connection with a claim for disability benefits under the Long-Term Disability Plan and the Short-Term Disability Program (a "Disability Claim") will be made and you will be notified of the determination no later than 45 days after your claim is received. If additional time is needed to process your claim due to matters beyond the control of the Plan, you will be notified of a thirty (30) day extension within 45 days after your claim is received. If, due to circumstances beyond the control of the Plan, a decision cannot be made within the initial 30-day extension period, you will be notified of a second 30-day extension before the end of the initial 30-day extension period, and a decision will be made on your claim and you will be notified of the determination no later than 105 days after your claim is received.

*Extension Notices.* All extension notices shall set forth the circumstances that require the extension, the standards upon which entitlement to benefits is based, the unresolved issues that prevent a decision from being made, the additional information, if any, needed to resolve those issues, and the date by which the Plan expects to make a benefits determination. If the extension is necessary due to missing or incomplete information, the extension notice shall describe this information and you will be afforded at least 45 days to provide such information. During this time, the time periods for making a determination on your claim will be suspended until the earlier of the date you provide the necessary information or the expiration of the time period in which you have to provide such information.

*Notice of Initial Decision.* If your Disability Claim is denied in whole or in part, you will be notified in writing of the specific reasons for the decision. The denial notice will also include the following information: (i) references to the specific Plan provision(s) upon which the decision was based; (ii) a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; (iii) a description of the Plan's review procedures and the applicable time limits; and (iv) a statement of your right to bring a civil action under ERISA section 502(a) following an adverse benefits determination on appeal. If an internal rule, guideline, protocol or other similar criterion was relied upon in making the determination, the notice will include a statement that a description of such rule will be provided to you free of charge upon written request. If the denial was based on medical necessity, experimental treatment or similar exclusion, the notice will include a statement that an explanation of the scientific or clinical judgment that formed the basis for the decision, applying the terms of the Plan to your medical condition will be provided to you free of charge upon written request.

*Appealing an Adverse Decision*

*Time Limits to Appeal.* If your Disability Claim is denied in whole or in part, you or your authorized representative have up to 180 days after you receive notice of the initial decision to appeal it to the Manager, Employee Benefits. Appeals must be in writing and sent to the Manager, Employee Benefits at the address listed herein.

*Rights on Appeal.* In connection with your appeal, you may submit written comments, documents, records, and other information with respect to your claim, regardless of whether



or not such information was considered in connection with the initial benefits determination. Upon written request and free of charge, you will be provided reasonable access to and copies of all documents, records and other information relevant to your claim for benefits. If a medical expert was consulted in connection with the initial benefits determination, you will be given the identity of such individual upon written request.

The Manager, Employee Benefits will fully and fairly review your appeal, taking into account any additional information you submit in connection with your appeal. The Manager, Employee Benefits will not afford deference to the prior benefits determination. If your appeal is based in whole or in part on medical judgment, the Manager, Employee Benefits will consult with a health care professional who has the appropriate training and experience in the field of medicine involved in the medical judgment, and who will not be the same individual (or his or her subordinate) who was consulted in connection with the initial benefits determination.

*Time for Decision on Appeal.* You will be notified no later than 45 days after your appeal is submitted, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered and you will be notified of that decision no later than 90 days after the request for reconsideration is received. If an extension is necessary, the Manager, Employee Benefits will notify you of the extension within 45 days after the request for reconsideration is received, the circumstances necessitating the extension and the date by which a decision is expected to be made.

*Notice of Decision on Appeal.* If your appeal is denied in whole or in part, you will be notified in writing of the specific reasons for the decision. The denial notice will also include the following information: (i) references to the specific Plan provision(s) upon which the decision was based; (ii) a statement that, upon request and free of charge, you will be provided reasonable access to and copies of all documents, records and other information relevant to your claim for benefits; and (iii) a statement of your right to bring a civil action under section 502(a) or ERISA after exhausting your appeal to the Plan Committee discussed below. If an internal rule, guideline, protocol or other similar criterion was relied upon in making the determination, the notice will include a statement that a description of such rule will be provided to you free of charge upon written request. If the denial was based on medical necessity, experimental treatment or similar exclusion, the notice will include a statement that an explanation of the scientific or clinical judgment that formed the basis for the decision, applying the terms of the Plan to your medical condition will be provided to you free of charge upon written request.

*Appeal to the Plan Committee.* If your appeal is denied by the Manager, Employee Benefits, you or your authorized representative may submit a written request to the Plan Committee (see page 61) for a final review of your claim. Such appeal must be filed with the Plan Committee within 60 days from the date you receive notification from the Manager, Employee Benefits that your claim has been denied on reconsideration. If you appeal to the Plan Committee, the same rules described above with respect to the processing of appeals Manager, Employee Benefits apply to the review by the Plan Committee. If your appeal is denied in whole or in part by the Plan Committee, you will be notified in writing of the specific reasons for the decision. The denial notice will also include the following information: (i) references to the specific Plan provisions(s) upon which the decision was based; (ii) a statement that, upon request and free of charge, you will be provided reasonable

access to and copies of all documents, records and other information relevant to your claim for benefits; and (iii) a statement of your right to bring a civil action under section 502(a) of ERISA. If an internal rule, guideline, protocol or other similar criterion was relied upon in making the determination, the notice will include the information described in the preceding paragraph.

*Appeals Procedure for Dependent Care Program, Backup Child Care Program and Adoption Assistance Plan:*

You may have your claim reconsidered by the Manager, Employee Benefits. You must request this reconsideration by writing to that manager at P.O. Box 300, Princeton, NJ, 08543 within 180 days from the date you are notified that your claim has been denied. The Manager, Employee Benefits will reconsider your claim and notify you of the findings within 60 days from the date your request is received. If your claim is denied, the notification will include the reasons for the denial, with reference to the specific plan provisions on which the denial was based, a description of any additional information needed to perfect your claim, and an explanation of the claims review procedure.

Within 60 days from the date you receive notification from the Manager, Employee Benefits that your claim has been denied on reconsideration, you or your authorized representative may submit a written request to the Plan Committee (see page 61) for a final review of your claim.

Any such request should be accompanied by documents or records in support of your appeal. You or your authorized representative may review pertinent documents and submit issues and comments in writing. You may also appear before the Plan Committee in person with your authorized representative. The full Plan Committee will review your case and advise you in writing of its determination within 60 days after the Committee receives your request for review. (In special circumstances this period may be extended for an additional 60 days by written notice to you.) The Committee's decision on an appeal shall be final and binding on all parties.

*Appeal Procedure for Severance Pay Plan:*

You may have your claim reconsidered by the Vice President, Employee and Labor Relations, P. O. Box 300 Princeton, NJ 08543-0300. If your claim has been denied on reconsideration, you or your authorized representative may submit a written request to the Vice President, Human Resources, P. O. Box 300 Princeton, NJ 08543-0300 for a final review of your claim. Such request for review must be submitted within 60 days of the date you receive notice of denial of your claim.

*Appeal Procedure for Educational Assistance Plan:*

See page 43 for information about the Plan's appeal procedure.

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## YOUR ERISA RIGHTS

Since September 2, 1974, your benefits under certain Dow Jones employee benefit plans have been subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA was designed for the purpose of protecting employees' rights under their benefit plans. The law does not require a company to provide benefits, but it does set standards for any benefits a company offers and requires that employees be given the opportunity to learn about their benefits and their rights to those benefits under the law.

As a participant in these Dow Jones employee welfare benefit plans, you are encouraged to learn as much as possible about your benefits. This booklet is one way to help keep you informed. In addition, all supporting plan documents—including the plan texts, insurance contracts, collective bargaining agreements, trust agreements, annual reports, plan descriptions and other documents filed with the U.S. Department of Labor—are available for your review without charge, as described on page 61. If you would like to obtain personal copies of these documents, you may request them in writing from the Plan Administrator (see page 61). They will be sent to you for a reasonable charge. Each year, you will receive—at no cost—a copy of the summary of the financial report for each plan in which you participate (a Summary Annual Report).

In addition to establishing rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plans. The people who operate the plans are called “fiduciaries,” and have a duty to do so prudently and in the interest of all plan participants and beneficiaries.

ERISA protects you from being fired or otherwise discriminated against in any way to prevent you from obtaining a benefit or exercising your rights under the law. If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claim reviewed and reconsidered by the appropriate plan.

The Company does not believe that filing suit will ever be necessary, but should you feel it is, there are steps under ERISA that you can take to enforce your rights. For instance:

- If you request materials from the Plan Administrator regarding a plan and do not receive them within 30 days, you may file suit in a federal court. The court may require the Administrator to provide the materials and pay you up to \$100 a day until you receive them—unless the materials were not sent because of reasons beyond the Plan Administrator's control.
- If you have a claim for benefits under a plan that is denied or ignored in whole or in part, you may file suit in a state or federal court.
- If it should happen that plan fiduciaries misuse plan money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or file suit in a federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay those costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim is frivolous).

The Plan Administrator is available to explain anything you would like to know about any plan provisions or your rights under the law. The nearest Area Office of the U.S. Pension and Welfare Benefits Administration, Department of Labor, is also available to assist you and answer your questions. Or, you can write to:

The Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue, N.W. Washington, D.C. 20210

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## **IMPORTANT CONTACT INFORMATION**

### **Employee Benefits Department**

Dow Jones & Company

P.O. Box 300

Princeton, NJ 08543-0300

(609) 520-4185

(800) 220-1716

Tie-line: 8-226-4185

EmployeeBenefits@dowjones.com

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### **Human Resources Offices**

Dow Jones & Company

HumanResources@dowjones.com

Toll-free Number

(800) 523-6935

84 Second Avenue

Chicopee, MA 01021

(413) 598-2284

Harborside Financial Center

600 Plaza Two

Jersey City, NJ 07311

(201) 938-5046

World Financial Center

200 Liberty Street

New York, NY 10281

(800) 523-6935

4300 North Route 1

South Brunswick, NJ 08852

(609) 520-4137

(for written requests)  
P.O. Box 300  
Princeton, NJ 08543-0300

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**Educational Programs**

Training Program Administrator  
(609) 520-7399

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**Stock Purchase Plan**

Treasurer's Department  
(609) 520-5149

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**International SOS**

Service Member # **11BCMA000101**

[www.internationalSOS.com](http://www.internationalSOS.com)

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If calling from Europe, CIS, Africa or the Middle East: +44-20-8762-8008

If calling from Asia, Australia or the Pacific Rim: +65-6338-7800

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